ISE-OVO COMPANY LIMITED

သို့

ဥက္ကဋ္ဌ၊
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊

ရက်စွဲ။ ။ ၂၀၁၉ ခုနှစ်၊ စက်တင်ဘာလ၊ (၉)ရက်။

အကြောင်းအရာ ။ ။ ISE-OVO COMPANY LIMITED မှ ဥစားကြက်မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန် အဆိုပြုချက်အား အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်အရ ပြင်ဆင်တင်ပြခြင်း။

ရည်ညွှန်းချက် ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၃. ၉. ၂၀၁၉) ရက်စွဲပါ စာအမှတ်၊ မရက-၂/ခ-၀၅၀/၂၀၁၉(၂၆၁)။

ကျွန်တော်တို့၏ **(ISE-OVO COMPANY LIMITED)** သည် ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ)မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့)ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ ၇. ၈ ဧက နှင့် ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ ၁၅ ဧက တို့တွင် ဥစားမျိုးကြက်မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြလျှောက်ထားခဲ့ရာ ရည်ညွှန်းချက်ပါ စာဖြင့် အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်အပေါ် ပြင်ဆင်ပြီးဖြစ်ပါသဖြင့် အဆိုပြုချက်အား ပြန်လည်တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

PROPOSAL FORM
OF THE PROMOTER TO MAKE

LAYER BREEDER FARM AND SALES OF CHICKEN AND EGG

AT

YANGON REGION, MYANMAR

<u>SUBMITTED BY</u>

ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

ISE - OVO

To

The Chairman,
Myanmar Investment Commission.

Date: 15 , August, 2019.

Subject: Submission of Proposal Form to Myanmar Investment Commission.

We, ISE-OVO COMPANY LIMITED. have great honor to submit the Proposal Form. A wholly owned subsidiary "ISE-OVE COMPANY LIMITED" incorporated in Myanmar in accordance with the Myanmar Companies Law 2017. We would like to apply for MIC Permit for "ISE-OVO COMPANY LIMITED", which will Layer Breeder Farm and Sales of Chicken and Egg in Yangon Region, the Republic of the Union of Myanmar. Proposal Form are submitted hereby for approval.

We deeply appreciate the assistance and co-operation your good office has extended to us and we look forward to your favourable reply.

Thank you,

Yours faithfully,

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

ISE - OVO

ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

သို့

ဥက္ကဋ္ဌ၊
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊

ရက်စွဲ။ ။ ၂၀၁၉ ခုနှစ်၊ ဩဂုတ်လ၊ (၁၅)ရက်။

အကြောင်းအရာ ။ ။ ကိုယ်စားလှယ်လွှဲအပ်ခြင်း။

ကျွန်တော်တို့၏ **(ISE-OVO COMPANY LIMITED)** သည် ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ)မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့)ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ ၇.၈ ဧက နှင့် ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော်(အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ ၁၅ ဧက တို့တွင် ဥစားမျိုးကြက်မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းနှင့် ပတ်သက်၍ အဆိုပြုလျှောက်ထားလွှာ တင်ပြရန်နှင့် လိုအပ်သည့် ကိစ္စများဆောင်ရွက်ရန်အတွက် ကုမ္ပဏီ၏ ကိုယ်စား ဦးဝင်းစိုး (၁၂/ လကန (နိုင်) ၀၀၁၁၆၉) အား ကိုယ်စားလှယ်လွှဲအပ်ပါသည်။

လေးစားစွာဖြင့်

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

Form (2)

Proposal Form

To,

Chairman

Myanmar Investment Commission

Reference No.

Date. 15 , August, 2019.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's :-
   (a) Name **ISE-OVO COMPANY LIMITED**
   (b) Father's Name
   (c) ID No./ National Registration Card No./ Passport No. **Company Registration No. 120402080 (21.5.2019)**
   (d) Citizenship Myanmar
   (e) Address **No. 26/A, Aung Min Khaung Pagoda Road, (10) Ward, Kamayut**
      (i) Address in Myanmar **Township, Yangon Region.**
      (ii)Residence Abroad
   (f) Phone /Fax **Tel: (95-1) 511098 / 514262**
   (g) E –mail Address **iseovoygn@gmail.com**
   (h) Name of Principle Organization **ISE-OVO COMPANY LIMITED** **Company Registration No. 120402080 (21.5.2019)**
   (i) Principle company's address **No. 26/A, Aung Min Khaung Pagoda Road, (10) Ward, Kamayut Township, Yangon Region.**
   (j) Type of Business **Layer Breeder Farm and Sales of Chicken and Egg**
   (k) Proposed investment's supply chain and benefits to the other related business **Attached (1)**

2. If the investment business is formed under Joint Venture, partners:-
   (a) Name **MR. TAKAFUMI NISHIDA**
   (b) Father's Name

(c) ID No./ National Registration Card No./ Passport No.

Passport No. TR2306623

(d) Citizenship **Japan**

(e) Address

(i) Address in Myanmar

(ii)Residence Abroad **674 Imakaihotsu, Imizu #939-0286 Toyama, Japan**

(f) Parent company **ISE ASEAN, INC.**

(g) Parent company's address **2-10-1 Tokyo Kotsukaikan 8 F Yurakucho, Chiyoda-ku, Tokyo, Japan 100-0006**

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy)

(2) National Registration Card (Copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. If the investor don't apply for permission to make investment by himself/ herself, the applicant;

(a) Name **U Nyunt Tin**

(b) Name of Contact Person **U Win Soe**

(if application is business organization)

Remarks: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./ Passport No.

12/La Ka Na (Naing) 001169

(d) Citizenship **Myanmar**

(e) Address in Myanmar: **No. 26/A, Aung Min Khaung Pagoda Road, (10) Ward, Kamayut Township, Yangon Region.**

(f) Phone/ Fax: **09 33485888/ 09 420211989/ 09 777112311/ Fax: 01-514866**

(g) E-mail: **winsindaing@gmail.com**

4. Type of proposed investment business **Layer Breeder Farm and Sales of Chicken and Egg**

5. Type of business organization to be formed:-

☐ One Hundred Percent ☑ Joint Venture (To attach the draft of JV Agreement

☐ Type of Contractual basis (To attach contract (agreement) draft)

6. List of shareholders

No.	Name of Shareholder	Citizenship	Share Percentage
	OVO COMPANY LIMITED		55%
1.	U NYUNT TIN	Myanmar	
2.	U KYAW MYO NYUNT	Myanmar	
3.	DAW SHWE YIN MIN OO	Myanmar	
	ISE ASEAN, INC.		45%
4.	TAKAFUMI NISHIDA	Japan	
5.	OSAMU MORIYAMA	Japan	

7. Particulars of Company incorporation

(a) Type of Company **Foreign Company**

(b) Type of Share **Ordinary Share US$ 100 (United State Dollar One Hundred Only)**

(c) Number of Shares **50,000 Shares**

(d) Proflie of Partent Company **(1) Promotion, Safety, security and highest technology production for chicken eggs and information provision, sales such as chicken egg production.**

(2) Sale of materials such as chicken eggs high production technology.

(3) High value-added chicken eggs production and promotion of the brand and spread

(4) Consultant business covering the whole area of management including development of chicken eggs production market, development of technology and consultation.

(5) other business coinciding with the above business

(e) Parent Company's Paid-up Capital Amount **Amount of Capital 10,000,000 JPY**

(f) Parent Company's Capital Contribution **US$ (2.250) Million**

(g) Parent Company's Technical Experiences

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7.

8. Particulars of Paid-up Capital of the investment business Kyat/ US$ (Million)

		Kyat	US$ (Million)
(a)	Amount/Percentage of local capital to be contributed	-	2.75
(b)	Amount/Percentage of foreign capital to be brought in	-	2.25
	Total	-	**5.00**

(c) Annually or period of proposed capital to be brought in

One Year

(d) Value/ Amount of investment

US$ 5 Million

(e) Investment period **Initial (20) years**

(f) Construction/ Preparation period **(3) years**

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in-

		Foreign Currency (Million)	Equivalent Kyat (Million)
(a)	Foreign Currency (Type and Value)	0.823	1,234
(b)	Machinery and Equipment to be Imported (to enclosed detailed list)	1.427	2,141
(c)	The value of initial raw materials and other similar materials (to enclosed detailed list)	-	-
(d)	Value of license, intellectual property, industrial design, trade mark, patent, etc	-	-
(e)	Value of technical know-how	-	-
(f)	Others (eg: Construction materials)		
	Total	**2.250**	**3,375**

Remarks: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Detail of local capital to be contributed-

		Foreign Currency (Million)	Equivalent Kyat (Million)
(a)	Amount	0.227	340
(b)	Value of Machinery and equipment (to enclosed detailed list)	-	-
(c)	Value of rental rate of land and buildings	0.866	1,299
(d)	Cost of building construction	1.657	2,486
(e)	Value of furniture and assets (to enclosed the detailed list)	-	-
(f)	Value of initial raw material (to enclosed the detailed list)	-	-
(g)	Others	-	-
	Total	**2.750**	**4,125**

Exchange Rate = 1US$ = Kyat 1500

11. Particulars of Loans-

☐ Loan (local) -- Kyat

-- US$

☐ Loan (abroad) -- US$

12. Particular about the Investment Business-

(a) Investment location(s)/ place **(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Village Tract, Hlegu Township, Yangon Region.**
(2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (Westt) Village Tract, Hlegu Township, Yangon Region.

(b) Type and area requirement for land or land and building

(i) Location **(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Village Tract, Hlegu Township, Yangon Region.**
(2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (Westt) Village Tract, Hlegu Township, Yangon Region.

(ii) Area and number of land/ building **(1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(iii) Owner of the land **U Nyunt Tin**

(aa) Name/ Company/ Department

(bb) National Registration Card No. **14/ Pa Tha Na (Naing) 173292**

(cc) Address **No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region.**

(iv) Type of land **Husbandry Land**

(v) Period of land lease contract **Initial (30) years**

(vi) Lease period **Initial (20) years**

(vii) Lease rate

(aa) Land **US$ 0.47/sq/annum**

(bb) Building

(viii) Ward **Makyee Kan Kwin, Kalihtaw (East) Ward and Ywar Thit Kwin, Kalihtaw (West) Ward**

(ix) Township **Hlegu Township**

(x) State/ Region **Yangon Region**

(xi) Lessee **ISE-OVO COMPANY LIMITED**

(aa) Name/ Name of Company/ Department

(bb) Father's Name

(cc) Citizenship

(dd) ID No./ Passport No. **Company Registration No. 120402080**

(ee) Residence Address **No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region.**

Note: The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclosed land ownership and ownership evidences (except industrial zone) and land map

(ii) land lease agreement (draft);

(c) Requirement of building to be constructed

(i) Type/ number of building **(1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(ii) Area **7.80 (31565.82 Sq Meter) and 15 Acres (60703.5 sq meter)**

(d) Annual products to be produced/ Services

(e) Annual electricity requirement **394,200 kwh**

(f) Annual requirement of water supply **18,000,000 gallons**

13. Detailed information about financial standing-

(a) Name/ company's name **ISE-OVO COMPANY LIMITED**

(b) ID No./ National Registration Card No./ Passport No. **120402080**

(c) Bank Account No. **IDA-05-00489**

Remarks: To enclosed bank statement from country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation/ Rank	Citizen	Foreign	Total
a	PS Farm			
	(1) Vice Farm Director	1		1
	(2) Maintenance worker	1		1
	(3) Assistant Manager	2		2
	(4) Compost/Vaccination worker	3		3
	(5) Security worker	3		3
b	(Layer Farm)			
	(6) Farm Director	1		1
	(7) Vice Farm Director	1		1
	(8) Maintenance worker	2		2
	(9) Assistant Manager	3		3
	(10) Compost/Vaccination worker	4		4
	(11) Security worker	5		5
	(12) General administrator	2		2
	(13) Accounting	2		2
c	(GP Center)			
	(14) Factory Director	1		1
	(15) Assistant manager	9		9
	(16) Line worker	9		9
	(17) Shipping/packing/washing etc	13		13
d	(Sales&Marketing)			
	(18) HR Manager	1		1
	(19) Sales Director	1		1
	(20) Sales worker	10		10
	(21) General administrator	2		2
	(22) Accounting	4		4
	Total	**80**		**80**

Item	Designation/ Rank	Citizen	Foreign	Total
a	Technicians		2	2
	Total		**2**	**2**

The following information shall be enclosed:-

(i) Social security and welfare arrangements for all employees

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Application are being submitted together with the Proposal or not:

☐ Land Rights Authorisation Application

☐ Tax Incentive Application

16. Describe with annexure the summary of proposal investment.

Signature of the applicant

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

Name: U Nyunt Tin

Title: Managing Director

Department /Company ISE-OVO COMPANY LIMITED

(Seal/Stamp)

ISE-OVO COMPANY LIMITED

Date: 15.08.2019

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has significant direct or indirect interest in the investment.

   (a) Please describe and Enterprise or individual who are entitled to process more than 10% of the profit distribution.

   (1) Name **OVO COMPANY LIMITED**

   (2) Address **No. 26/A, Aung Min Khaung Pagoda Road, (10) Ward, Kamayut Township, Yangon Region.**

   (3) Company Registration No. or **101207285 (21.5.2019)**
   N.R.C No./ Passport No.

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1)

   (2)

   (3)

2. The Principal location or locations of the investment: **(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Ward, Hlegu Township, Yangon Region, (2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (West) Ward, Hlegu Township Yangon Region**

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: **Layer Breeder Farm and Sales of Chicken and Egg**

4. The proposed amount of the investment (in Kyat and US$) **US$ 5 Million**

5. A description of the plan for the implementation of the Investment including expected timetable:

(a) Construction or Preparatory Period (Describe MM/ YY) **(36) Months**

(b) Commercial Operation Date (Describe MM/YY)

6. Number of employees to be appointed:

(a) Local **(80) Persons**

(b) Foreign (Expert/ Technician) **(2) Persons**

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

(a) Capital in-Cash to be brought in **US$ (0.823) Million**

(b) Capital in-Kind to be brought in **US$ (1.427) Million**

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission .

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

Signature of the applicant

Name: U Nyunt Tin

Title: Managing Director

Department /Company ISE-OVO COMPANY LIMITED

(Seal/Stamp)

Date: 15.08.2019

ပုံစံ (၂)

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ၊
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ ဩဂုတ်လ (၁၅)ရက်။

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ (၃၆)နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် **ISE-OVO COMPANY LIMITED**

(ခ) အဖအမည်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ **ကုမ္ပဏီမှတ်ပုံတင်အမှတ်- ၁၂၀၄၀၂၀၈၀**
နိုင်ငံကူးလက်မှတ်အမှတ် **(၂၁. ၀၅. ၂၀၁၉)**

(ဃ) နိုင်ငံသား

(င) နေရပ်လိပ်စာ **အမှတ် (၂၆/အေ)၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ (၁၀)ရပ်ကွက်၊**

(၁) ပြည်တွင်း **ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(၂) ပြည်ပ

(စ) တယ်လီဖုန်း/ဖက်စ် **တယ်လီဖုန်းအမှတ် (၉၅-၁) ၅၁၁၀၉၈ / ၅၁၄၂၆၂**

(ဆ) အီးမေးလ်လိပ်စာ **iseovoygn@gmail.com**

(ဇ) ပင်မ ကုမ္ပဏီအမည် **ISE-OVO COMPANY LIMITED**
ကုမ္ပဏီမှတ်ပုံတင်အမှတ်- ၁၂၀၄၀၂၀၈၀ (၂၁. ၀၅. ၂၀၁၉)

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ **အမှတ် (၂၆/အေ)၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ (၁၀)ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(ည) လုပ်ငန်းအမျိုးအစား **ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း**

(ဋ) အဆိုပြုလုပ်ငန်း၏ ထုတ်လုပ်မှုကွင်းဆက်နှင့် **Attached (1)**
အခြားဆက်စပ်လုပ်ငန်းအများအပေါ် အကျိုးပြုမှု

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏-

(က) အမည် **MR. TAKAFUMI NISHIDA**

(ခ) အဖအမည်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/
နိုင်ငံကူးလက်မှတ်အမှတ် **Passport No. TR2306623**

(ဃ) နိုင်ငံသား **Japan**

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း

(၂) ပြည်ပ **674 Imakaihotsu, Imizu #939-0286 Toyama, Japan**

(စ) ပင်မ ကုမ္ပဏီအမည် **ISE ASEAN, INC.**

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ **2-10-1 Tokyo Kotsukaikan 8 F Yurakucho, Chiyoda-ku, Tokyo, Japan 100-0006**

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲ တင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင် အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ)နှင့် နိုင်ငံကူး လက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာ အထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏-

(က) အမည် **ဦးညွန့်တင်**

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် **ဦးဝင်းစိုး**

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာ ပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် **၁၂/လကန(နိုင်)၀၀၁၁၆၉**

(ဃ) နိုင်ငံသား **မြန်မာ**

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် နေရပ်လိပ်စာ **အမှတ် (၂၆/အေ)၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ (၁၀)ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(စ) တယ်လီဖုန်း/ ဖက်စ် **၀၉ ၃၃၄၅၅၈၈၈/ ၀၉ ၄၂၀၂၁၁၉၈၉/ ၀၉ ၇၇၇ ၁၁၂ ၃၁၁**

(ဆ) အီးမေးလ်လိပ်စာ **winsindaing@gmail.com** **ဖက်-၀၁ ၅၁၄၈၆၆**

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား **ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း**

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

☐ ရာခိုင်နှုန်း ☐ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့် ဆောက်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
	OVO COMPANY LIMITED		55%
၁	U NYUNT TIN	Myanmar	
၂	U KYAW MYO NYUNT	Myanmar	
၃	DAW SHWE YIN MIN OO	Myanmar	
	ISE ASEAN, INC.		45%
၄	TAKAFUMI NISHIDA	Japan	
၅	OSAMU MORIYAMA	Japan	

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့် သက်ဆိုင်သော အချက်အလက်များ

(က) ကုမ္ပဏီအမျိုးအစား **နိုင်ငံခြား ကုမ္ပဏီ**

(ခ) အစုရှယ်ယာအမျိုးအစား **သာမန်အစုရှယ်ယာ (အမေရိကန်ဒေါ်လာ တစ်ရာတိတိ)**

(ဂ) အစုရှယ်ယာဝင်များက ထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ

အစုရှယ်ယာ ၅၀,၀၀၀

(ဃ) မိခင်ကုမ္ပဏီ၏ လုပ်ငန်းဆောင်ရွက်မှုအကျဉ်းချုပ် **(1) Promotion, Safety, security and highest technology production for chicken eggs and information provision, sales such as chicken egg production.**

(2) Sale of materials such as chicken eggs high production technology.

(3) High value-added chicken eggs production and promotion of the brand and spread

(4) Consultant business covering the whole area of management including development of chicken eggs production market, development of technology and consultation.

(5) other business coinciding with the above business

(င) မိခင်ကုမ္ပဏီ၏ မတည်ငွေရင်းပမာဏ **Amount of Capital 10,000,000 JPY**

(စ) မိခင်ကုမ္ပဏီ၏ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက် ငွေကြေးထည့်ဝင်နိုင်မှု

အမေရိကန်ဒေါ်လာ (၂. ၂၅၀)သန်း

(ဆ) မိခင်ကုမ္ပဏီ၏ နည်းပညာအတွေ့အကြုံများ

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/ သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၈။ မတည်ငွေရင်းနှင့် သက်ဆိုင်သည့် အချက်အလက်များ- **ကျပ်/US$ (သန်းပေါင်း)**

		ကျပ်	US$
(က)	ပြည်တွင်းမှ ထည့်ဝင်မည့် မတည်ငွေရင်း	-	၂.၇၅
(ခ)	နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	-	၂.၂၅
	စုစုပေါင်း	**-**	**၅.၀၀**

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက် ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ **(၁)နှစ်**

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ ပမာဏ **အမေရိကန်ဒေါ်လာ (၅) သန်း**

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း **ကနဦး (၂၀)နှစ်**

(စ) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ **(၃) နှစ်**

မှတ်ချက်။ အပိုဒ် ၈(င)နှင့် စပ်လျဉ်း၍ ထူးခြားသည့်အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

		နိုင်ငံခြားငွေ (US$)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (ကျပ်)
(က)	နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	၀.၈၂၃	၁,၂၃၄
(ခ)	စက်ပစ္စည်းများ၊ စက်ကိရိယာများ (ပြည်ပမှတင်သွင်း) စသည့် ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	၁.၄၂၇	၂,၁၄၁
(ဂ)	ကနဦး ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူ ပစ္စည်းများ၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	-	-
(ဃ)	လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့်စသည့် အသိဉာဏ်ဆိုင်ရာ ပစ္စည်းများကို တန်ဖိုးဖြတ်နိုင်သော အခွင့်အရေးများ၏ တန်ဖိုးပမာဏ	-	-
(င)	ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ		
(စ)	အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)	-	-
	စုစုပေါင်း	**၂.၂၅၀**	**၃,၃၇၅**

မှတ်ချက်။ အပိုဒ် ၉ (ဃ) (င) တို့နှင့် စပ်လျဉ်း၍ အသုံးပြုခွင့် အထောက်အထားများ ပူးတွဲတင်ပြရန်။

Exchange Rate = 1US$ = Kyat 1500

၁၀။ ပြည်တွင်းမှ ထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

		(သန်းပေါင်း) နိုင်ငံခြားငွေ (US$)	နိုင်ငံခြားငွေနှင့် ညီမျှသည့် စုစုပေါင်း (ကျပ်)
(က)	ငွေပမာဏ	၀.၂၂၇	၃၄၀
(ခ)	စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)		
(ဂ)	မြေ/အဆောက်အအုံတန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	၀.၈၆၆	၁,၂၉၉
(ဃ)	အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	၁.၆၅၇	၂,၄၈၆
(င)	ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	-	-
(စ)	ကနဦး ကုန်ကြမ်းပစ္စည်း တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	-	-
(ဆ)	အခြား	-	-
	စုစုပေါင်း	၂.၇၅၀	၄,၁၂၅

Exchange Rate = 1US$ = Kyat 1500

၁၁။ ချေးငွေနှင့် သက်ဆိုင်သည့် အချက်အလက်များ-

☐ ပြည်တွင်းချေးငွေ .... ကျပ်

.... အမေရိကန်ဒေါ်လာ

☐ ပြည်ပချေးငွေ .... အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/ တည်နေရာ **(၁) ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**
(၂) ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ခ) မြေ သို့မဟုတ် မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ **(၁) ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**
(၂) ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(၂) မြေ/ အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက် **(1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(၃) လက်ရှိပိုင်ဆိုင်သူ **ဦးညွန့်တင်**

(ကက) အမည်/ ကုမ္ပဏီအမည်/ ဌာန

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် **၁၄/ ပသန (နိုင်) ၁၇၃၂၉၂**

(ဂဂ) နေရပ်လိပ်စာ **အမှတ်-၂၆/အေ၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ၁၀ ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(၄) မြေအမျိုးအစား **စိုက်ပျိုးမွေးမြူရေးမြေ**

(၅) မြေငှားဂရန် ခွင့်ပြုကာလ **(၃၀)နှစ်**

(၆) ငှားရမ်းမည့် ကာလ **ကနဦး (၂၀)နှစ်**

(၇) ငှားရမ်းခနှုန်းထား

(ကက) မြေ **US$ 0.47/စတုရန်းမီတာ/နှစ်စဉ်**

(ခခ) အဆောက်အအုံ

(၈) ရပ်ကွက် **ကလီထော်(အရှေ့) ရပ်ကွက်နှင့် ကလီထော်(အနောက်) ရပ်ကွက်၊**

(၉) မြို့နယ် **လှည်းကူးမြို့နယ်**

(၁၀) ပြည်နယ်/ တိုင်းဒေသကြီး **ရန်ကုန်တိုင်းဒေသကြီး**

(၁၁) ငှားရမ်းမည့် ပုဂ္ဂိုလ်

(ကက) အမည်/ ကုမ္ပဏီအမည်/ ဌာန **ISE-OVO COMPANY LIMITED**

(ခခ) အဖအမည် **ကုမ္ပဏီမှတ်ပုံတင်အမှတ်-၁၂၀၄၀၂၀၈၀**

(ဂဂ) နိုင်ငံသား

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်

နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(ငင) နေရပ်လိပ်စာ **အမှတ်-၂၆/အေ၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ၁၀ ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(ဂ) ဆောက်လုပ်မည့် အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား/ အရေအတွက် **(1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(၂) အကျယ်အဝန်း **၇. ၈ ဧက (၃၁၅၆၅. ၈၂ စတုရန်းမီတာ) နှင့် ၁၅ ဧက (၆၀၇၀၃. ၅ စတုရန်းမီတာ)**

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ ဝန်ဆောင်မှု

(င) နှစ်စဉ် လျှပ်စစ်ဓာတ်အားလိုအပ်ချက် **394,200 kwh**

(စ) နှစ်စဉ် ရေလိုအပ်ချက် **18,000,000 gallons**

မှတ်ချက်။ အပိုဒ် ၁၂ (ခ)နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များ ပူးတွဲတင်ပြရန်-
(၁) မြေပိုင်ဆိုင်မှု/ မြေဂရန်အထောက်အထား (စက်မှုဇုန်မှ အပ)နှင့် မြေပုံ
(၂) မြေငှားစာချုပ် (မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက်-

(က) အမည်/ ကုမ္ပဏီအမည် **ISE-OVO COMPANY LIMITED**

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ်
ကုမ္ပဏီမှတ်ပုံတင်အမှတ်-၁၂၀၄၀၂၀၈၀

(ဂ) ဘဏ်စာရင်းအမှတ် **IDA-05-00489**

(မိခင်နိုင်ငံဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ် စာရင်းပူးတွဲ တင်ပြရန်)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	PS Farm			
	(1) Vice Farm Director	1		1
	(2) Maintenance worker	1		1
	(3) Assistant Manager	2		2
	(4) Compost/Vaccination worker	3		3
	(5) Security worker	3		3
(ခ)	(Layer Farm)			
	(6) Farm Director	1		1
	(7) Vice Farm Director	1		1
	(8) Maintenance worker	2		2
	(9) Assistant Manager	3		3
	(10) Compost/Vaccination worker	4		4
	(11) Security worker	5		5
	(12) General administrator	2		2
	(13) Accounting	2		2
(ဂ)	(GP Center)			
	(14) Factory Director	1		1
	(15) Assistant manager	9		9
	(16) Line worker	9		9
	(17) Shipping/packing/washing etc	13		13
(ဃ)	(Sales & Marketing)			
	(18) HR Manager	1		1
	(19) Sales Director	1		1
	(20) Sales worker	10		10
	(21) General administrator	2		2
	(22) Accounting	4		4
	စုစုပေါင်း	**80**		**80**

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	Technicians		2	2
	စုစုပေါင်း		**2**	**2**

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များ ပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မှု အစီအမံများ

(၂) ပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း ရှိ/မရှိဖော်ပြရန်-

☐ မြေအသုံးပြုခွင့် လျှောက်ထားလွှာ

☐ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြု ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

လျှောက်ထားသူလက်မှတ်

အမည် ။ **ဦးညွန့်တင်**

ရာထူး ။ **မန်နေဂျင်းဒါရိုက်တာ**

ဌာန/ ကုမ္ပဏီတံဆိပ် **ISE-OVO COMPANY LIMITED**

အဆိုပြု ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း အကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ၏ ၁၀% နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏

(၁) အမည် **OVO COMPANY LIMITED**

(၂) ဆက်သွယ်ရမည့်လိပ်စာ **အမှတ်-၂၆/အေ၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ၁၀ ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(၃) မှတ်ပုံတင်အမှတ် **ကုမ္ပဏီမှတ်ပုံတင်အမှတ်-၁၀၁၂၀၇၂၈၅** (တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံ ကုမ္ပဏီများရှိလျှင် အဆိုပါ ကုမ္ပဏီများ၏ အမည်ကိုဖော်ပြရန်-

(၁) --

(၂) --

(၃) --

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ

(၁) ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(၂) ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

၃။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့် ကဏ္ဍနှင့် ဆောင်ရွက်မည့် စီးပွားရေးလုပ်ငန်းများဖော်ပြချက် **ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း**

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှု ပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်) **အမေရိကန်ဒေါ်လာ (၅)သန်း**

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ် ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ (နှစ်၊ လတို့ဖြင့်ဖော်ပြရန်) **(၃၆)လ**

(ခ) စီးပွားဖြစ် စတင်မည့်ကာလ (နှစ်၊ လ တို့ဖြင့် ဖော်ပြရန်) ----------

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ-

(က) ပြည်တွင်း **(၈၀)ဦး**

(ခ) ပြည်ပ **(၂) ဦး**

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှု ပမာဏ (Capital in-cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kind) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန် (မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)-

(က) ငွေသားဖြင့် ယူဆောင်လာမှု ပမာဏ **အမေရိကန်ဒေါ်လာ (၁. ၈၂၃)သန်း**

(ခ) ပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ **အမေရိကန်ဒေါ်လာ (၁. ၄၂၇) သန်း**

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်ဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိပါကြောင်း အာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

လျှောက်ထားသူလက်မှတ်

အမည် ၊ ဦးညွန့်တင်

ရာထူး ၊ မန်နေဂျင်းဒါရိုက်တာ

ဌာန/ ကုမ္ပဏီတံဆိပ် ISE-OVO COMPANY LIMITED

Attached (1)

အဆိုပြုလုပ်ငန်း၏ ထုတ်လုပ်မှုကွင်းဆက်နှင့် အခြားဆက်စပ်လုပ်ငန်းအများအပေါ် အကျိုးပြုမှု

၁။ အဆင့်မြင့်သော ကြက်မျိုးများ မွေးမြူထုတ်လုပ်ရောင်းချ၍ နည်းပညာများ ပံ့ပိုးခြင်းဖြင့် ဒေသအတွင်း ကြက်မွေးမြူသူများအတွက် အဆင့်မြင့်ကြက်မျိုးများ ရရှိနိုင်ခြင်း။

၂။ လုပ်ငန်းမှ ထွက်ရှိသော ကြက်နှင့် ကြက်ဥများအား ပြည်တွင်းဈေးကွက်များသို့ ဖြန့်ဖြူးပေးခြင်းဖြင့် ဒေသအတွင်း စားသုံးသူများ သန့်ရှင်းလတ်ဆတ်၍ ဈေးနှုန်းချိုသာသော ကြက်နှင့် ကြက်ဥများဝယ်ယူစားသုံးနိုင်ခြင်း။

၃။ ကြက်ချေးများအား စနစ်တကျ ထိန်းသိမ်းသိုလှောင်ပြီး ဒေသအတွင်းမှ အသုံးပြု လိုသည့်နေရာများသို့ စနစ်တကျ ရောင်းချပေးနိုင်ခြင်း။

၄။ ဤလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်အတွက် သန့်ရှင်းပြီးကျန်းမာရေးနှင့် ညီညွတ်သော စားသောက် ကုန်များကဏ္ဍ၊ စီးပွားရေးကဏ္ဍများ ဖွံ့ဖြိုးတိုးတက်မှုကို တစ်ဖက် တစ်လမ်းမှ အထောက်အကူ ရရှိနိုင်ခြင်း။

Form (7)

Application form for Land Rights Authorization

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. 15. August, 2019.

Subject: **Application for Land Lease or land Rights Authorization to be invested.**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   (a) Name of owner/organization: **U Nyunt Tin**
   (b) Area: **7.80 (31565.82 Sq Meter) and 15 Acres (60703.5 sq meter)**
   (c) Location: **(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Ward, Hlegu Township, Yangon Region.**
   (2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (West) Ward, Hlegu Township, Yangon Region.
   (d) Initial period permitted to use the land (Validity of land grant): **Initial (20) years**
   (e) Payment of long term lease as equity Yes (√) No ( )
   (f) Agreed by Original Lessor Yes (√) No ( )
   (g) Type of Land: **Husbandry Land**

2. Lessor
   (a) Name / Company's name/ Department/ organization: **U Nyunt Tin**
   (b) National Registration Card No: **14/ Pa Tha Na (Naing) 173292**
   (c) Address: **No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region.**

3. Lessee
   (a) Name / Company's name /Department/ Organization: **ISE-OVO COMPANY LIMITED**
   (b) National Registration Card No /Passport No. **120402080**
   (c) Citizenship:
   (d) Address: **No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region.**

4. Particulars of the proposed Land Lease
   (a) Type of Investment: **Layer Breeder Farm and Sales of Chicken and Egg**

(b) Investment Location(s): **Yangon Region**

(c) Location(Ward, Township, State /Region): **(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Ward, Hlegu Township, Yangon Region. (2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (West) Ward, Hlegu Township, Yangon Region.**

(d) Area of Land: **7.80 Acres (31565.82 Sq Meter) and 15 Acres (60703.5 sq meter)**

(e) Size and Number of Building (s): **(1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(f) Value of Building: **Kyat (2485.054) Million**

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

   ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

   ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year): **US$ 0.47/sq/annum**

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)

   Rate per Acre: ______________

9. Whether it is agreed by original land lessor or land tenant not. : **Agreed**

10. Proposed land or building use/lease period : **Initial (20) years**

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Trade Zone and etc or not (To describe Zone) : ______________

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

Signature ....

Name of Investor: **U Nyunt Tin**

Designation : **Managing Director**

Department/Company : **ISE-OVO COMPANY LIMITED**

(Seal/Stamp)

ISE-OVO COMPANY LIMITED

ပုံစံ (၇)

မြေအသုံးပြုခွင့် လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ၊
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊

စာအမှတ်၊
ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ ဩဂုတ်လ (၁၅)ရက်။

အကြောင်းအရာ ။ ။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့် စပ်လျဉ်းသော အချက်အလက်များ

(က) ပိုင်ရှင်အမည်/ အဖွဲ့အစည်း **ဦးညွန့်တင်**

(ခ) ဧရိယာအကျယ်အဝန်း **၇. ၈၀ ဧက (၃၁၅၆၅. ၈၂ စတုရန်းမီတာ) နှင့် ၁၅ ဧက (၆၀၇၀၃. ၅ စတုရန်းမီတာ)**

(ဂ) တည်နေရာ **(၁) ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ကာလီထော်(အရှေ့) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ (၂) ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကာလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားရမ်းသက်တမ်း) **ကနဦး (၂၀)နှစ်**

(င) နှစ်ရှည်ငှားရမ်းခများကို မတည်ရင်းနှီးငွေအဖြစ် ဖော်ပြခဲ့ခြင်း ရှိ/မရှိ **ရှိ**

(စ) ကနဦးငှားရမ်းသူက သဘောတူ/မတူ **ကိုယ်ပိုင်မြေ**

(ဆ) မြေအမျိုးအစား **စိုက်ပျိုးမွေးမြူရေးမြေ**

၂။ အငှားချထားသူ

(က) အမည်/ ကုမ္ပဏီအမည်/ ဌာန/ အဖွဲ့အစည်း **ဦးညွန့်တင်**

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် **၁၄/ ပသန (နိုင်) ၁၇၃၂၉၂**

(ဂ) နေရပ်လိပ်စာ **အမှတ်-၂၆/အေ၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ၁၀ ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ ကုမ္ပဏီအမည်/ ဌာန/ အဖွဲ့အစည်း **ISE-OVO COMPANY LIMITED**

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် **၁၂၀၄၀၂၀၈၀**

(ဂ) နိုင်ငံသား

(ဃ) နေရပ်လိပ်စာ **အမှတ်-၂၆/အေ၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ၁၀ ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

၄။ ငှားရမ်းလိုသည့် မြေနှင့်စပ်လျဉ်းသည့် အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့် လုပ်ငန်းအမျိုးအစား **ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း**

(ခ) ရင်းနှီးမြှုပ်နှံသည့် အရပ်ဒေသ (များ) **(၁) ဦးပိုင်အမှတ် (၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ကလီထော်(အရှေ့) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ (၂) ဦးပိုင်အမှတ် (N-၂)၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။**

(ဂ) တည်နေရာ **ရန်ကုန်တိုင်းဒေသကြီး**

(ဃ) မြေဧရိယာ အကျယ်အဝန်း **၇. ၈ ဧက (၃၁၅၆၅. ၈၂ စတုရန်းမီတာ) နှင့် ၁၅ ဧက (၆၀၇၀၃. ၅ စတုရန်းမီတာ) စုစုပေါင်း ၂၂. ၈ ဧက (၉၂၂၆၉. ၃၂ စတုရန်းမီတာ (၉၈,၁၃၆. ၂၅၈ စတုရန်းမီတာ)**

(င) အဆောက်အအုံ အရွယ်အစား/ အရေအတွက် **တည်ဆောက်မှု ကာလ (၃၆)လ (1.) Seed Chicken Pullet (69m x 7m) (1) No / (2.) Chicken Stock (91m x 7m) (1) No / (3.) Egg Storage (30m x 15m) (1) No / (4.) Poultry (106m x 12m) (4) Nos / (5.) GP Bldg. (40m x 30m) (1) No / (6.) Compost Bldg. (40m x 29.5m) (1) No / (7.) Domitory Bldg (40m x 8.5m) (1) No / (8.) Resting Room (11.4m x 6.6m) (2) Nos / (9.) Shower Room (7m x 3m) (2) / (10.) Shower Shed (7m x 6.7m) (3) / (11.) Adm & Security (9m x 5.4m) (3) Nos / (12.) Canteen (18.28m x 7.3m) (1) No / (13.) Maintenance House (12m x 10m) (1) No / (14.) Ware House (7.2m x 5.4m) (1) No**

(စ) အဆောက်အအုံတန်ဖိုး **ကျပ် (၂၄၈၅. ၀၅၄)**

၅။ မြေပိုင်ဆိုင်မှု/ မြေဂရန် အထောက်အထား (စက်မှုဇုန်မှ အပ)၊ မြေပုံနှင့် မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါ ပုဂ္ဂိုလ်များထံမှ တစ်ဆင့် ငှားရမ်းထားခြင်း ရှိ-မရှိ

☐ နိုင်ငံတော်၏ ဥပဒေများနှင့်အညီ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသော ပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအား တစ်ဆင့်ငှားရမ်းယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန် အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/ အဆောက်အအုံ ငှားရမ်းခနှုန်း (တစ်နှစ်လျှင် တစ်စတုရန်းမီတာအတွက်)______ **US$ 0.47**/စတုရန်းမီတာ/နှစ်စဉ်

၈။ မြေအသုံးချမှု ပရီမီယံကြေး (Land Use Premium-LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါက အငှားချထားခြင်းခံရသူ ထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ကြေနှုန်း ______________________________

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူ သို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှ **သဘောတူပါသည်** ငှားရမ်းခြင်း သဘောတူ/ မတူ

၁၀။ လျှောက်ထားသည့်မြေ သို့မဟုတ် **ကနဦး (၂၀)နှစ်** အဆောက်အအုံ ငှားရမ်းခြင်း/ အသုံးပြုခွင့်သက်တမ်း

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန်______________________________
အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ______________________________
အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်)______________________________

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

လျှောက်ထားသူလက်မှတ်
အမည် ၊ **ဦးညွန့်တင်**
ရာထူး ၊ **မန်နေဂျင်းဒါရိုက်တာ**
ဌာန/ ကုမ္ပဏီတံဆိပ် **ISE-OVO COMPANY LIMITED**

ISE-OVO COMPANY LIMITED ၏
ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
လုပ်ငန်းစီမံချက်

နိဒါန်း။

၁။ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံမှ **OVO COMPANY LIMITED** နှင့် ဂျပန်နိုင်ငံမှ **ISE ASEAN, INC.** တို့ ဖက်စပ်တည်ထောင်ထားသော **ISE-OVO COMPANY LIMITED** သည် ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ကလီထော်(အရှေ့) ရပ်ကွက်၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ဦးပိုင်အမှတ် (၁၅/၂)ရှိ မြေ (၇. ၈)ဧက နှင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ဦးပိုင်အမှတ် (N-၂)ရှိ မြေ (၁၅)ဧကတို့တွင် ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

ရည်ရွယ်ချက်။

၂။ ကြက်ဥသည် လူတို့၏ စားသောက်ကုန်တွင် အရေးပါသော အခန်းကဏ္ဍတစ်ခုတွင် ပါဝင်နေသော ကုန်ပစ္စည်းတစ်မျိုးဖြစ်ပါသည်။ ထို့ကြောင့် စားသုံးသူတို့ သန့်ရှင်းလတ်ဆတ်ပြီး အရည်အသွေးမြင့်သော စားသောက်ကုန်ရရှိရေးနှင့် ဈေးနှုန်းချိုသာစွာ ဝယ်ယူစားသုံးနိုင်ရေးတို့မှာ အဓိကရည်ရွယ်ချက် ဖြစ်ပါသည်။

ထို့အပြင် ဒေသအတွင်း သား၊ ငါးကဏ္ဍ ဖွံ့ဖြိုးတိုးတက်ရေးအား အထောက်အကူဖြစ်စေရန်နှင့် ဒေသခံများအား အလုပ်အကိုင်အခွင့်အလမ်းများ ရရှိစေရန်တို့ ရည်ရွယ်ပါသည်။

လုပ်ငန်းလုပ်ဆောင်မည့် အစီအစဉ်။

၃။ (၁) ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ကလီထော် (အရှေ့) ရပ်ကွက်၊ ကွင်းအမှတ် (၉၉၈-အေ) မကြီးကန်ကွင်း၊ ဦးပိုင်အမှတ် (၁၅/၂)ရှိ မြေ (၇. ၈)ဧက တွင် မျိုးကြက်မွေးမြူထုတ်လုပ်ခြင်း လုပ်ငန်းကိုလည်းကောင်း၊

(၂) ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ကလီထော် (အနောက်) ရပ်ကွက်၊ ကွင်းအမှတ် (၉၆၄) ရွာသစ်ကွင်း၊ ဦးပိုင်အမှတ် (N-၂)ရှိ မြေ (၁၀)ဧကအနက်မှ မြေ (၁၅)ဧကတွင် ကြက်မွေးမြူခြင်း၊ ကြက်နှင့် ကြက်ဥထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်းကိုလည်းကောင်း၊ လုပ်ဆောင် သွားမည်ဖြစ်ပါသည်။

လုပ်ငန်းလုပ်ကိုင်ရာတွင် ဂျပန်နိုင်ငံမှ ကျွမ်းကျင်ပညာရှင်များ၊ မွေးမြူရေးနှင့် ကုသရေးဦးစီးဌာနမှ ကျွမ်းကျင်သူများနှင့် ပူးပေါင်းပိုင်ပင်၍ လုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

လုပ်ငန်းအစီအစဉ် လျာထားချက်။

၄။ ကြက်မွေးမြူခြင်း၊ ကြက်နှင့် ကြက်ဥထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်းကို ဆောင်ရွက်ရာတွင် အောက်ပါလုပ်ငန်းစဉ်များဖြင့် လုပ်ကိုင်မည်ဖြစ်ပါသည်။

(က) ကြက်မွေးမြူခြင်း၊ ကြက်ဥထုတ်လုပ်ရေးခြံနှင့် မျိုးကြက်ထုတ်လုပ်သော ခြံတို့တွင် လိုအပ်သော အဆောက်အဦးများဆောက်လုပ်ခြင်းလုပ်ငန်း၊
(ခ) ကြက်မွေးမြူ ကြက်ဥထုတ်လုပ်ခြင်းလုပ်ငန်း၊
(ဂ) မျိုးကြက် ထုတ်လုပ်မွေးမြူခြင်းလုပ်ငန်း၊
(ဃ) ဈေးကွက်ဖြန့်ဖြူးခြင်းလုပ်ငန်း၊

(က) ကြက်မွေးမြူခြင်း၊ ကြက်ဥထုတ်လုပ်ရေးခြံနှင့် မျိုးကြက်ထုတ်လုပ်သော ခြံများတွင် လိုအပ်သော အဆောက်အဦးများဆောက်လုပ်ခြင်း၊

- ကြက်ခြံတစ်ခြံလျှင် အကောင်ရေ (၅၀,၀၀၀) ဆံ့သော ကြက်ခြံ (၄)ခြံအား ပထမ စီမံကိန်းအဖြစ် ဆောက်လုပ်၍ မွေးမြူလုပ်ကိုင်သွားမည်ဖြစ်ပါသည်။ ကြက်ခြံနှင့် ဆက်စပ်သော ကြက်ဥထုတ်လုပ်ရေး အဆောက်အဦးနှင့် အခြား ဆက်စပ် အဆောက်အဦးများအား တစ်ပါတည်း ဆောက်လုပ်သွားမည်ဖြစ်ပါ သည်။

- တစ်ချိန်ထဲတွင်လည်း မျိုးကြက်ထုတ်လုပ်မည့်နေရာတွင် မျိုးကြက်ခြံ အဆောက် အဦး (၂)လုံးနှင့် ဆက်စပ်အဆောက်အဦးများအား ဆောက်လုပ်သွားမည် ဖြစ်ပါ သည်။

- ကြက်ခြံများ ဆောက်လုပ်ခြင်းကို ဂျပန်နိုင်ငံမှ ဒီဇိုင်း၊ ပုံစံများအတိုင်း ဂျပန် ပညာရှင်များနှင့် မြန်မာနိုင်ငံမှ ပညာရှင်များ ပူးပေါင်းဆောက်လုပ်သွားမည် ဖြစ်ပါသည်။

(ခ) ကြက်မွေးမြူခြင်း၊ ကြက်ဥထုတ်လုပ်ခြင်းလုပ်ငန်း

- မွေးမြူခြင်းလုပ်ငန်းကို ဂျပန်နည်းပညာဖြင့် ဂျပန်နိုင်ငံမှပညာရှင်များ လာရောက်ပြီး သင်ကြားပို့ချ ဦးဆောင်လုပ်ကိုင်ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။ ဂျပန်နိုင်ငံသို့လည်း ဝန်ထမ်းအချို့သွားရောက် သင်ကြားလေ့ကျင့်စေမည်ဖြစ်ပါသည်။
- မွေးမြူရေးဆိုင်ရာ ကျွမ်းကျင်လုပ်သားများစုဆောင်းပြီး၊ အုပ်ချုပ်မှုကျွမ်းကျင်ဝန်ထမ်းများ ခန့်အပ်၍ လုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

- ကြက်များကို အအေးပေး စနစ်ဖြင့် သန့်ရှင်းသပ်ရပ်စွာ မွေးမြူပြီး ပတ်ဝန်းကျင် သန့်ရှင်းရေးအစီ အစဉ်များပါ ရေးဆွဲလုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

- ကြက်စာကိုလည်း မြန်မာနိုင်ငံတွင် ကြက်စာထုတ်လုပ်နေသော De Heus ကုမ္ပဏီမှ ထုတ်လုပ်သော ကြက်စာကြမ်းများအား ဝယ်ယူပြီး ဂျပန်နိုင်ငံမှ တင်သွင်းလာမည့် ဆေးအရော အနှောနှင့် ရောပြီးရရှိသော ကြက်စာအား ကျွေးမွေး၍ လုပ်ဆောင် သွားမည်ဖြစ်ပါသည်။

- ကြက်ခြံထဲတွင် မွေးမြူအသုံးပြုမည့် ပစ္စည်းများအားလည်း ဂျာမနီနိုင်ငံနှင့် မလေးရှားနိုင်ငံ တို့မှ တင်သွင်းတပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ပါသည်။

- ကြက်ချေးများအား စနစ်တကျ ထိန်းသိမ်းသိုလှောင်ပြီး ဒေသအတွင်းမှ အသုံးပြု လိုသည့် နေရာများသို့ စနစ်တကျ ရောင်းချသွားမည်ဖြစ်ပါသည်။

- ရေဆိုးသန့်စင်ခြင်းလုပ်ငန်းများနှင့် မီးသတ်ပိုက်လိုင်းစနစ်များအားလည်း စနစ် တကျ တပ်ဆင်ပြီးလုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

(ဂ) မျိုးကြက်ထုတ်လုပ် မွေးမြူခြင်းလုပ်ငန်း

- အဆိုပါလုပ်ငန်းအတွက်လိုအပ်သော မျိုးကြက်အား ပထမအနေဖြင့် နယ်သာလန် နိုင်ငံမှ တင်သွင်းပြီး ဂျပန်နည်းပညာဖြင့် ဂျပန်နိုင်ငံမှ ပညာရှင်များ လာရောက် သင်ကြားပို့ချ၍ ဦးဆောင်လုပ်ကိုင်ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။ ဂျပန်နိုင်ငံသို့ လည်း ဝန်ထမ်းအချို့အား စေလွှတ်၍ သင်ကြားလေ့ကျင့်စေမည်ဖြစ်ပါသည်။

- မွေးမြူရေးဆိုင်ရာ ကျွမ်းကျင်လုပ်သားများ စုဆောင်းပြီး အုပ်ချုပ်မှု ကျွမ်းကျင် ဝန်ထမ်းများ ခန့်အပ်၍ လုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

- ကြက်များကို အအေးပေးစနစ်ဖြင့် သန့်ရှင်းသပ်ရပ်စွာ မွေးမြူပြီး ပတ်ဝန်းကျင် သန့်ရှင်းရေး အစီအစဉ်များ ရေးဆွဲဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

- မျိုးကြက်ခြံတွင် လိုအပ်သည့် ပစ္စည်းများအား အီတလီနိုင်ငံမှ တင်သွင်း အသုံးပြု သွားမည်ဖြစ်ပါသည်။

- မျိုးကြက်များကို မိမိတို့၏ ကြက်ဥထုတ်လုပ်ရေးခြံအတွက် အဓိက ထုတ်လုပ်ပြီး ပိုသော မျိုးကြက်များအား ဒေသတွင်း လုပ်ဆောင်မည့်သူများအား ရောင်းချပေး သွားမည်ဖြစ်ပါသည်။

(ဃ) **ဈေးကွက်ဖြန့်ဖြူးခြင်းလုပ်ငန်း**

- ပြည်တွင်း ဈေးကွက်များအားလုံးသို့ ဖြန့်ဖြူး ရောင်းချပေးသွားမည်ဖြစ်ပြီး ဒေသတွင်း စားသုံးသူများထံသို့ သန့်ရှင်းလတ်ဆတ်၍ ဈေးနှုန်းချိုသာသော ကြက်ဥများ ထုတ်လုပ်ဖြန့်ဖြူး ရောင်းချမှုကို ဦးတည်ဆောင်ရွက်မည်ဖြစ်ပါသည်။

- အဆင့်မြင့်သော ကြက်မျိုးအား မွေးမြူထုတ်လုပ်၍ အဆိုပါ မျိုးအား မွေးမြူပြီး ကြက်ဥများ ထုတ်လုပ်ရောင်းချပေးခြင်း၊ ဒေသတွင်း ကြက်မွေးမြူခြင်သူများ အားလည်း မျိုးကြက်များ ရောင်းချပေးပြီး နည်းပညာများ ပံ့ပိုးကူညီလုပ်ဆောင်ပေးသွားမည်ဖြစ်ပါသည်။

- ဒေသတွင်း ဖြန့်ဖြူးရောင်းချရေးကို စီမံချက်များ ရေးဆွဲပြီး ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

နိဂုံး။

ISE-OVO COMPANY LIMITED အနေဖြင့် ဥစားမျိုးကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို သက်ဆိုင်ရာ ဝန်ကြီးဌာနနှင့် တိုင်းဒေသကြီး အစိုးရ အဖွဲ့တို့မှ ချမှတ်ထားသော မူဝါဒများ၊ လမ်းညွှန်ချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်သွားမည် ဖြစ်ပြီး လုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်အတွက် သန့်ရှင်းပြီးကျန်းမာရေးနှင့် ညီညွတ်သော စားသောက် ကုန်များကဏ္ဍ၊ စီးပွားရေးကဏ္ဍများ ဖွံ့ဖြိုးတိုးတက်မှုကို တစ်ဖက်တစ်လမ်းမှ အထောက်အကူ ရရှိမည်ဖြစ်ပါသည်။

ဥစားကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ကြက်ခြံတွင်း သန့်ရှင်းရေးစနစ်နှင့် ကြက်ခြံပတ်ဝန်းကျင် သန့်ရှင်းရေးအစီအစဉ်

(၁) ကြက်ခြံအတွင်း ကြက်များအား အလုံပိတ်စနစ်၊ အအေးပေးစနစ်ဖြင့် စနစ်တကျ မွေးမြူပြီး **Auto** အစာကျွေးစနစ်၊ ရေတိုက်ကျွေးခြင်းစနစ်နှင့် ကြက်ဥများအားလည်း ကွန်ပယ်ယာများဖြင့် **Auto** သိမ်းဆည်းသည့် စနစ်ဖြင့် မွေးမြူလုပ်ဆောင်သွားပါမည်။

(၂) ကြက်ချေးများအားလည်း လှောင်အိမ်များမှ **Auto** စနစ်ဖြင့် သန့်ရှင်းဆောင်ရွက်ပြီး၊ ကြက်ချေးများအား ကွန်ပယ်ယာစနစ်အသုံးပြုကာ သယ်ယူပြီး ကြက်ခြံ ဂိုဒေါင်ပြင်ပသို့ ပို့ဆောင်၍ ယင်းမှ Dumper Track မော်တော်ယာဉ်ဖြင့် ကြက်ချေးဂိုဒေါင်သို့ စနစ်တကျ ပို့ဆောင်ပါမည်။

(၃) ကြက်ခြံအတွင်းသို့ တစ်ပတ်တစ်ခါ ရေဆေးခြင်းဖြင့် လုပ်ဆောင်၍ ကျလာသော ရေများနှင့် ကြက်ချေးဂိုဒေါင်ဆေးကြော၍ ထွက်ရှိလာသည့် ရေများကို **Waste Water Treatment System** ကန်များသို့ ထည့်သွင်းပြီး သန့်စင်လာသော ရေများကို ခြံအတွင်းရှိ ရေမြောင်းများသို့ စွန့်ပစ်၍ ရာဘာပင်ရေရရှိရေးကိစ္စကို ဆောင်ရွက်သွား ပါမည်။

(၄) ကြက်ချေးဂိုဒေါင်သို့ ရောက်ရှိလာသော ကြက်ချေးများအား 25 kg ပီနံအိတ်များဖြင့် ထည့်၍ စနစ်တကျထုတ်ပိုးပြီး နီးစပ်ရာပတ်ဝန်းကျင်ရှိ စိုက်ပျိုးကွင်းနှင့် ငါးကန်များသို့ အချိန်နှင့် တစ်ပြေးညီ သင့်တင့်သော ဈေးနှုန်းဖြင့် ထုတ်လုပ်ရောင်းချပေးသွားမည့် အစီအစဉ်များဖြင့် လုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

ဥစားကြက် မွေးမြူခြင်းနှင့် ကြက်ဥနှင့် ကြက်သားပေါက် ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း လျှပ်စစ်ဓာတ်အား သုံးစွဲမှု အစီအစဉ်

(၁) ကြက်ဥထုတ်လုပ်ခြင်းလုပ်ငန်းနေရာ ဦးပိုင်အမှတ် (N/2)၊ ကွင်းအမှတ် (၉၆၄)၊ ရွာသစ်ကွင်း၊ ကလီထော်(အနောက်)ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသ ကြီးတွင် ရန်ကုန်လျှပ်စစ်ဓာတ်အားပေးရေးကော်ပိုးရေးရှင်း လှည်းကူးမြို့နယ်မှ **500 KVA Transformer** တစ်လုံးတပ်ဆင် အသုံးပြုမည်ဖြစ်ပြီး လျှပ်စစ်ဓာတ်အား ပြတ်တောက်မှု အတွက် အစားထိုးအသုံးပြုရန် **500 KVA** နှင့် ညီမျှသော **Sound Proof Auto System Generator** အား တပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ပါသည်။

(၂) မျိုးကြက်ထုတ်လုပ်ခြင်းလုပ်ငန်းနေရာ ဦးပိုင်အမှတ်(၁၅/၂)၊ ကွင်းအမှတ် (၉၉၈/အေ)၊ မကျည်းကန်ကွင်း၊ ကလီထော်(အရှေ့)ရပ်ကွက်၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသ ကြီးတွင် ရန်ကုန်လျှပ်စစ်ဓာတ်အားပေးရေးကော်ပိုးရေးရှင်း လှည်းကူးမြို့နယ်မှ **315 KVA Transformer** တစ်လုံးတပ်ဆင် အသုံးပြုမည်ဖြစ်ပြီး လျှပ်စစ်ဓာတ်အား ပြတ်တောက်မှုအတွက် အစားထိုးအသုံးပြုရန် **315 KVA** နှင့် ညီမျှသော **Sound Proof Auto System Generator** အား တပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ပါသည်

(၃) **Transformer** နှင့် **Generator** ဆက်စပ်သောနေရာများတွင်လည်း **Control Panel Breaker System** ပုံးများဖြင့် စနစ်တကျ တပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ပါသည်။ လျှပ်စစ် စစ်ဆေးမှုများအားလည်း စနစ်တကျ လုပ်ဆောင်သွားမည်ဖြစ်ပါသည်။

ISE-OVO COMPANY LIMITED

Investment Table

(US$)

No	Authorized Capital	Foreign Equity	Local Equity	Total
1	Cash	822,620	226,897	1,049,517
2	Machinery and Equipment (to be Imported)	1,427,380		1,427,380
3	Building Cost		1,656,703	1,656,703
4	Rental for Land (for 20 years)		866,400	866,400
	Total	**2,250,000**	**2,750,000**	**5,000,000**

အဆောက်အဦး တန်ဖိုး စုစုပေါင်း = ကျပ် 248,5054,000

ညီမျှသော အမေရိကန်ဒေါ်လာ US$ 1,656,703

(1 US$ = Kyat 1500)

Annexure - A

ISE-OVO COMPANY LIMITED

List of Executives of the Company

Sr. No	Name of Executives	Citizenship & Passport No	Designation	Address	Amount of Capital	Percentage of Shares
	OVO COMPANY LIMITED					55%
(1)	U NYUNT TIN	Myanmar 14/ Pa Tha Na (Naing) 173292	Director	No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yagnon Region.		
(2)	U KYAW MYO NYUNT	Myanmar 5/ Ma Ya Na (Naing) 000396	Director	No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yagnon Region.		
(3)	DAW SHWE YIN MIN OO	Myanmar 12/ Ya Ka Na (Naing) 062318	Director	No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yagnon Region.		
	ISE ASEAN, INC.					45%
(1)	TAKAFUMI NISHIDA	Japan Passport No. TR 2306623	Director	2-10-1 Tokyo Kotsukaikan 8F, Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan.		
(2)	OSAMU MORIYAMA	Japan Passport No. TS0756441	Director	2-10-1 Tokyo Kotsukaikan 8F, Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan		
	Total					**100%**

ISE-OVO COMPANY LIMITED

List of Machinery and Equipment to be Imported

Sr.No	Particular	H.S Code	A/U	Quantity	Unit Price (US$)	Amount (US$)
1	Pullet House:	8436.2900	Set	1	87,932	87,932
	Cage With Feeding & Drinking - P80 2P					
	Various Material					
	Feed Silos Feed Transportation System					
	Watering System					
	Manure Removing System					
	Ventilation System					
	Air Inlet/ Curtains					
	Cooling System					
	Control Panel					
	Computerised Control System					
	Heating System : Optional Item			1	2,901	2,901
	IH/ AR Warm Air Generator + Diesel					
	Burner & Chimney					
2	**Production House**	8436.2900	Set	2	105,960	211,920
	Cage With Feeding & Drinking - Riproduttoril N 2P					
	Various Material					
	Feed Silos Feed Transportation System					
	Watering System					
	Manure Removing System					
	Ventilation System					
	Cooling System					
	Control Panel					
	Computerised Control System					
	Total					302,753

Annexure (C)

Sheet (1)

ISE-OVO COMPANY LIMITED

List of Production Equipment to be Imported

Sr.No	Particular	H.S Code	A/U	Quantity	Unit Price (US$)	Amount (US$)
1	Brand New Poultry Equipment Commercial Layer House with Curve Conveyor UV-600 4R5T (106Mx12Mx4M) Included as Bellow Chainfeeding System Water Supply System Lighting System Egg Collection System Egg Curve Conveyor System Feed Storage and Feed Supply System Ventilation System Rainmaker Cooling Pad Exhaust Air Fans Fresh Air Inlet (MVT) Fresh Air Curtain Clear Curtain Control Pannel	8436211000	Unit	4	277,967.5	1,111,870
	Total					**1,111,870**

Annexure (C)

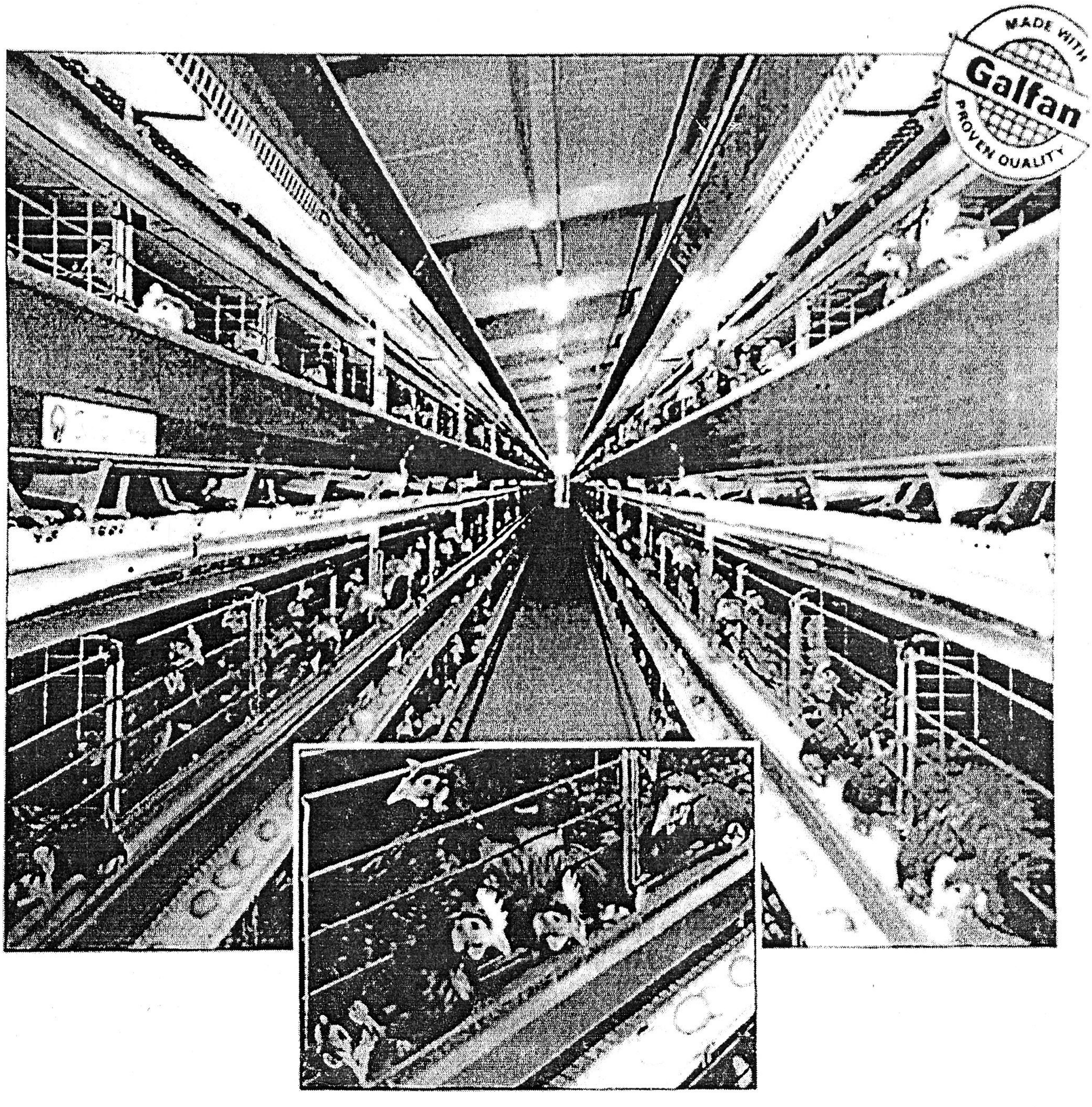
Sheet (2)

HAEWOO MYANMAR COMPANY LIMITED

List of Production Equipment to be Imported

Sr.No	Particular	H.S Code	A/U	Quantity	Unit Price (US$)	Amount (US$)
1	Digital Egg Tester DET6000 Power Capacity: AC 100V-240V 90W Constitution : - Main Unit - See through Tray (sets) - Special Mirror - Printer Measuring Items: - Haugh Unit - Egg Weight - Eggshell Strength - Yolk Color		Set	1	9,312	9,312
2	Eggshell Thickness Gauge (Option)		Set	1	931	931
3	DET6000 Check Kit (Option)		Set	1	838	838
4	Yolk Index Measuring Function (Option)		Set	1	931	931
5	Delivery Charge, Export Packing and General Expenses		Set	1	745	745
	Total					12,757

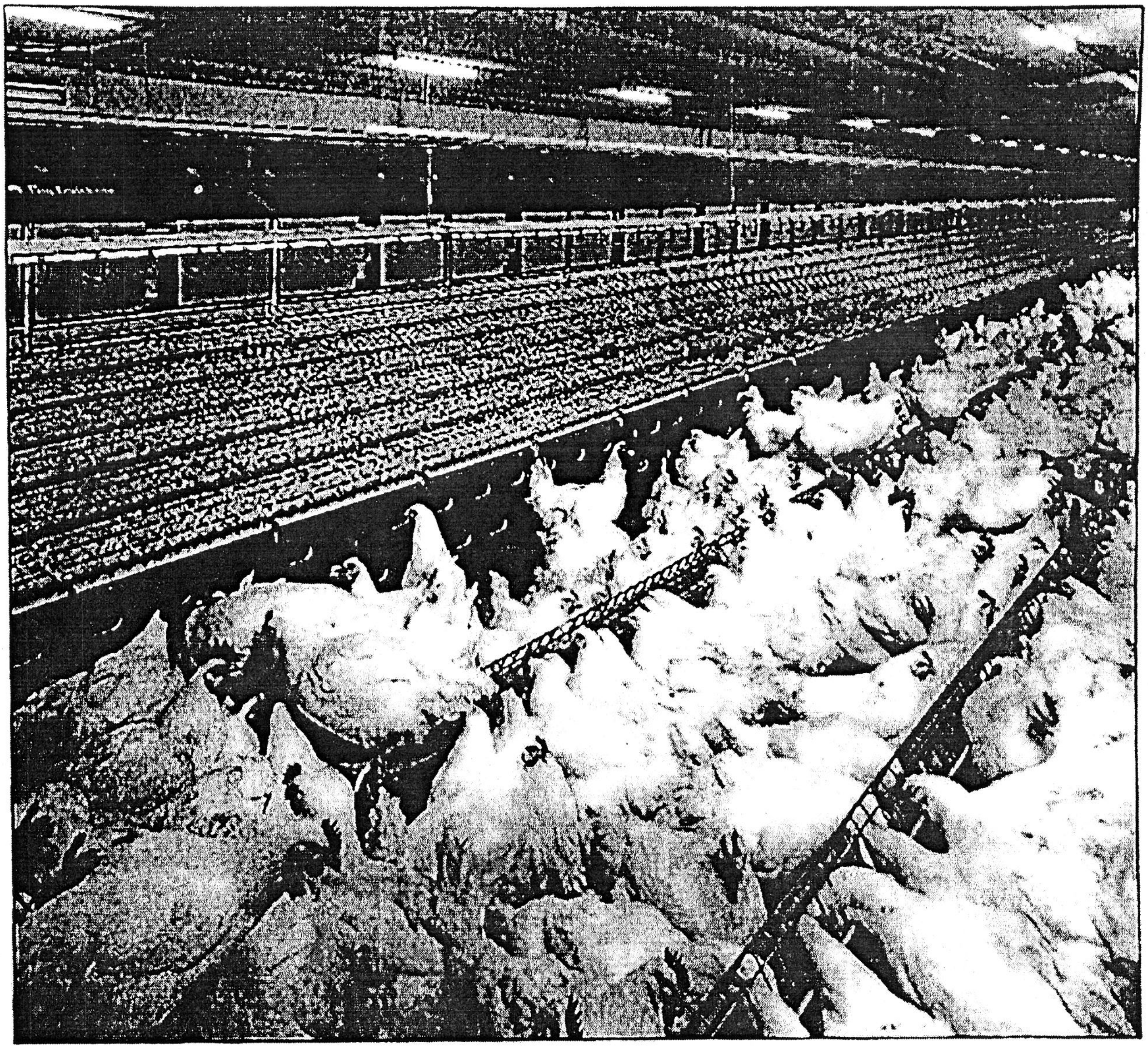
Big Dutchman



UNIVENT

Manure belt battery for layers

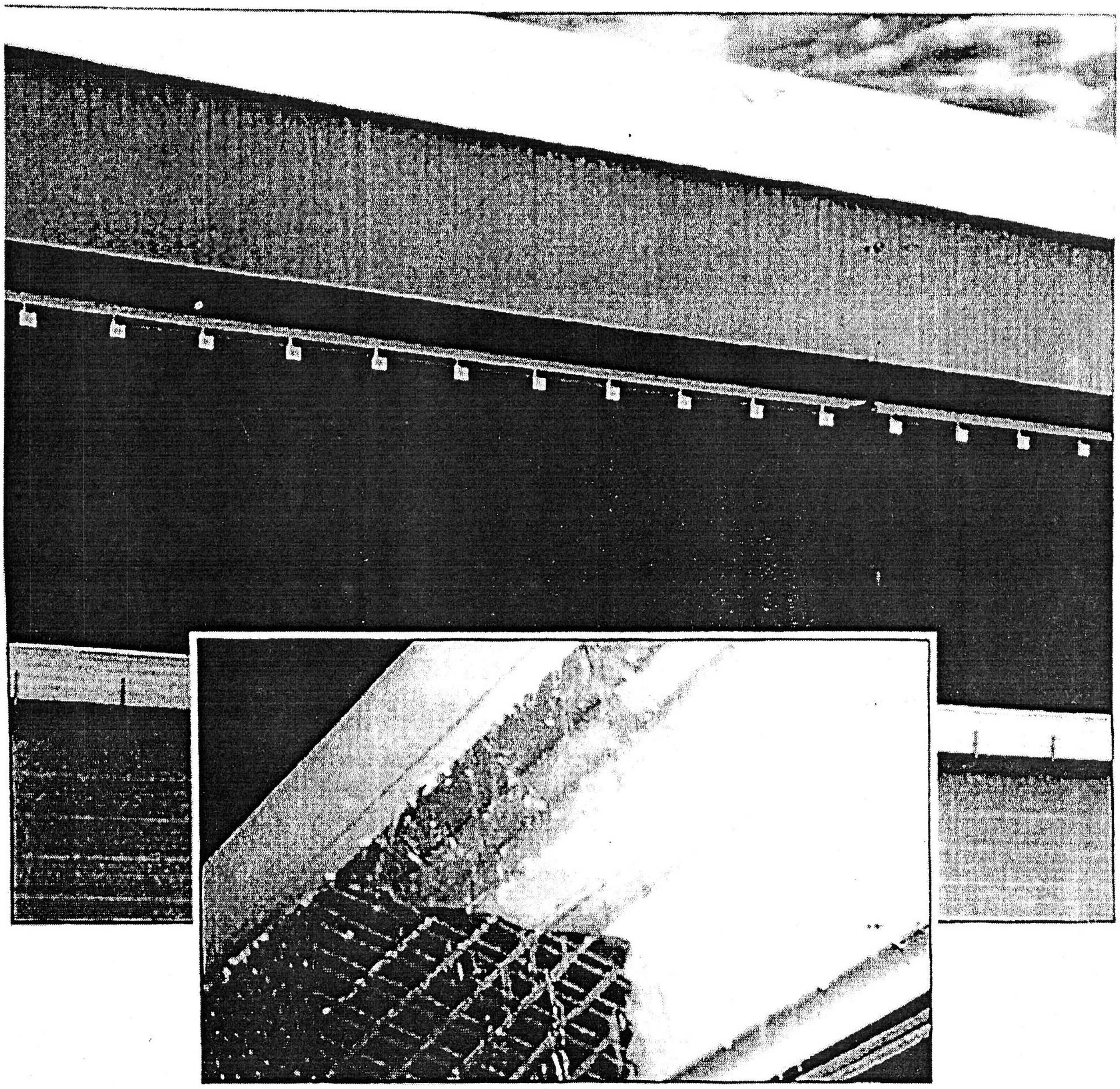
Big Dutchman®



Automatic chain feeding

For modern poultry management

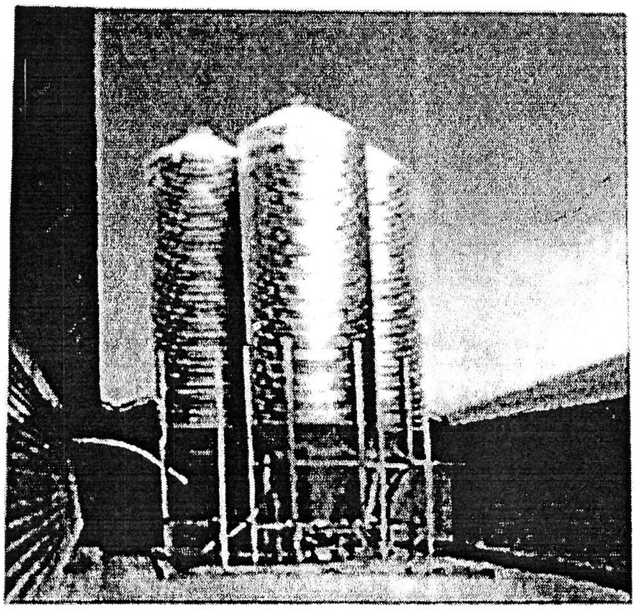
Big Dutchman

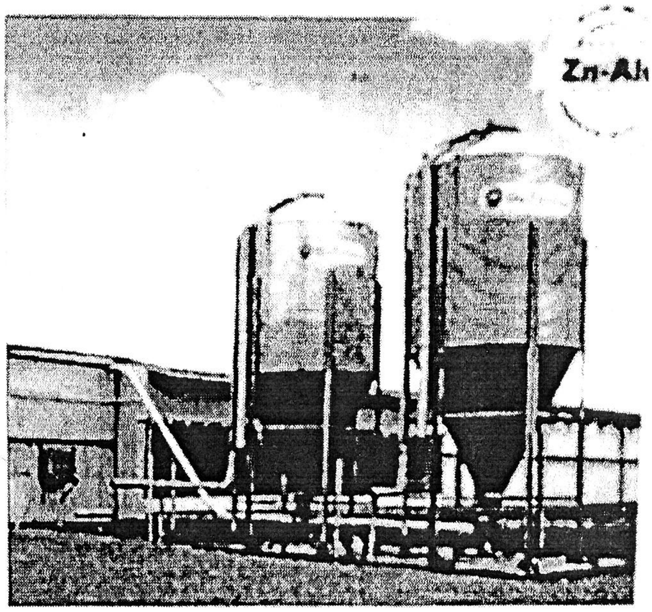


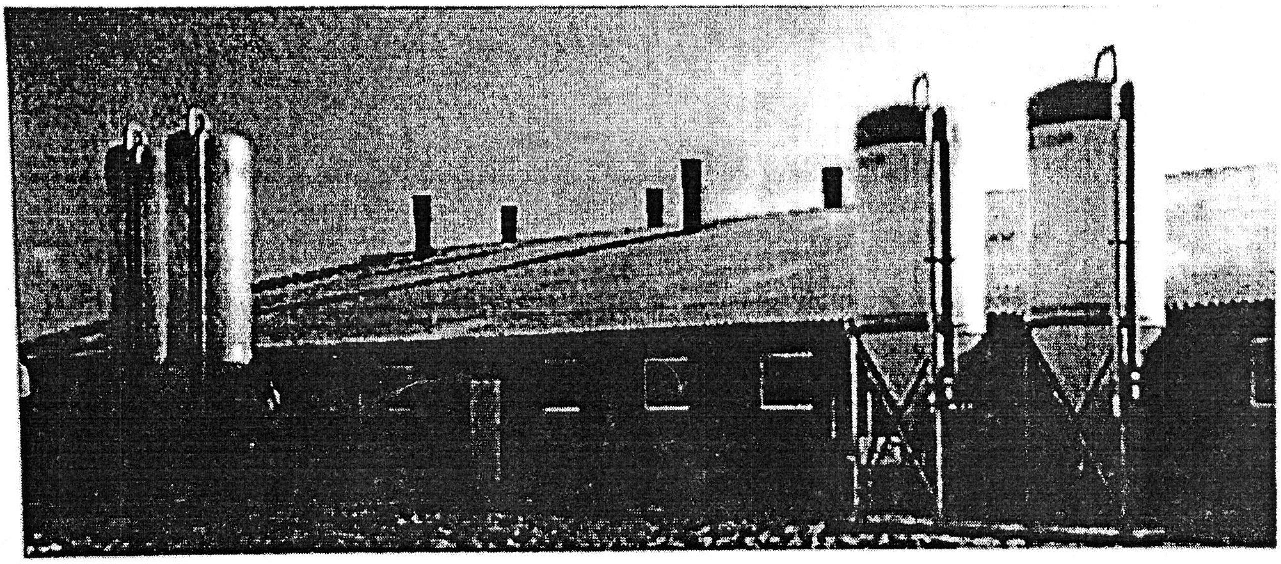
RainMaker

the ideal cooling system for poultry houses
in regions with hot and dry summers

Big Dutchman

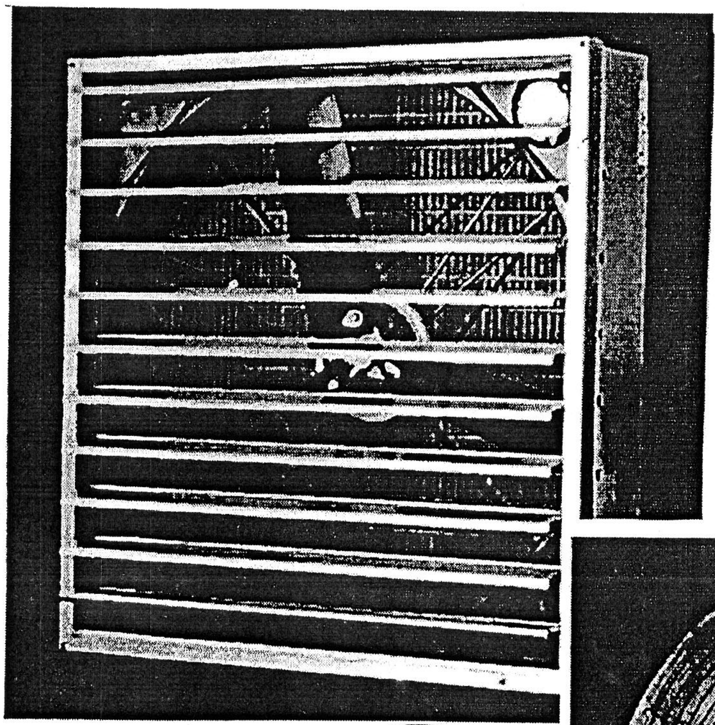


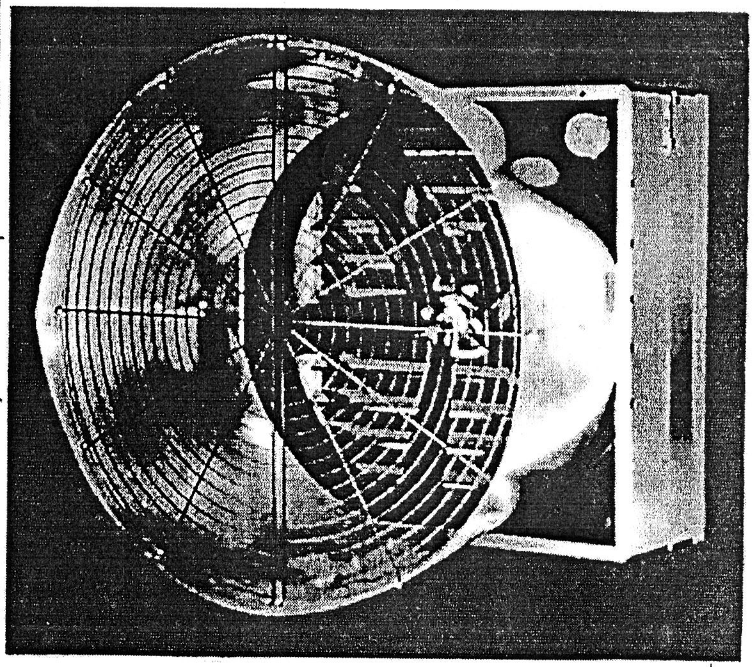


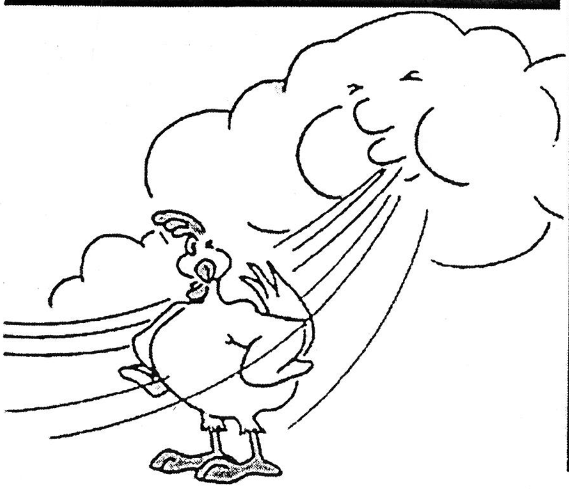


Silos and augers

Feed storage and transport systems



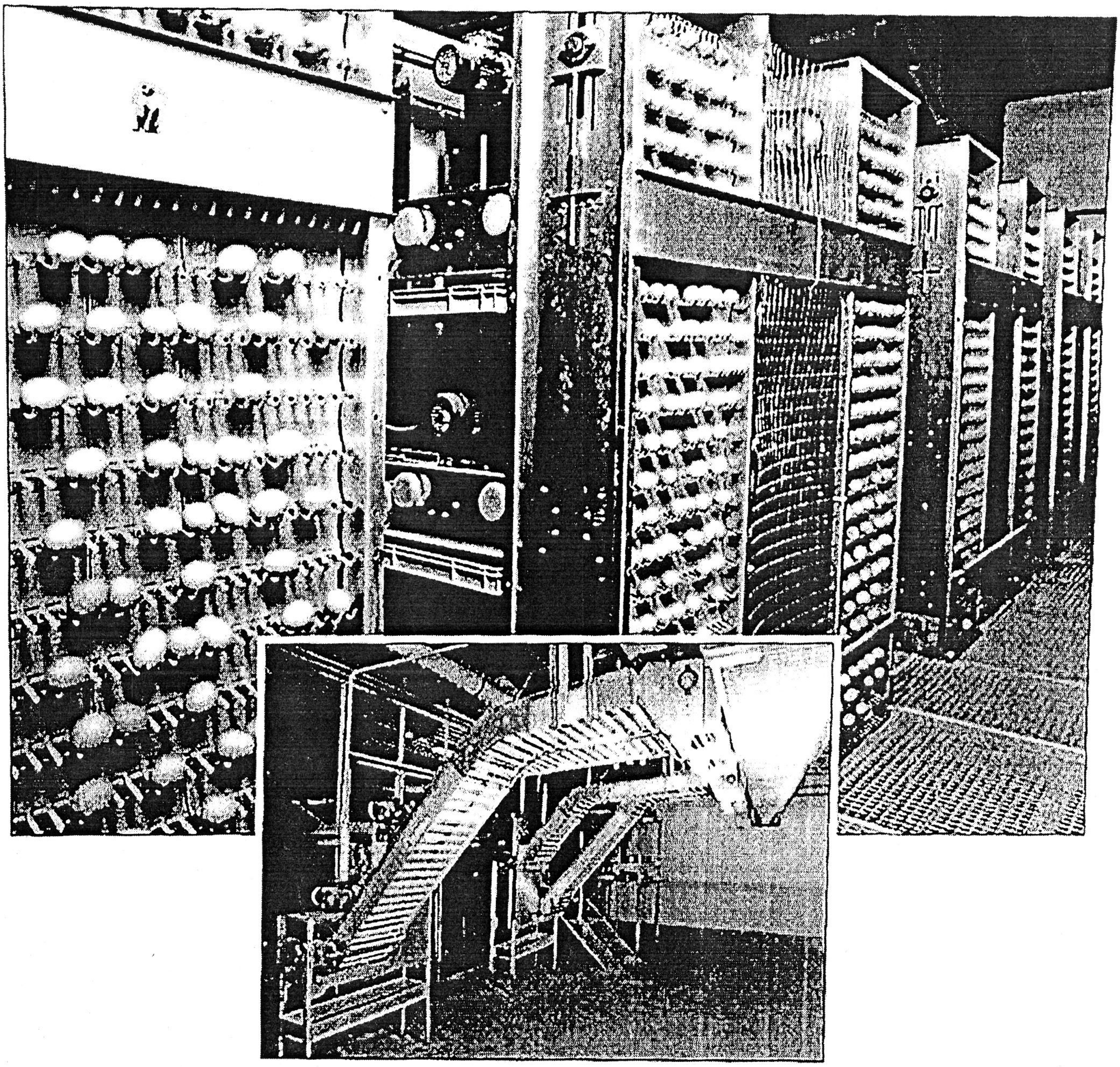




AirMaster

V-belt driven fans with a high air flow rate
and low energy consumption

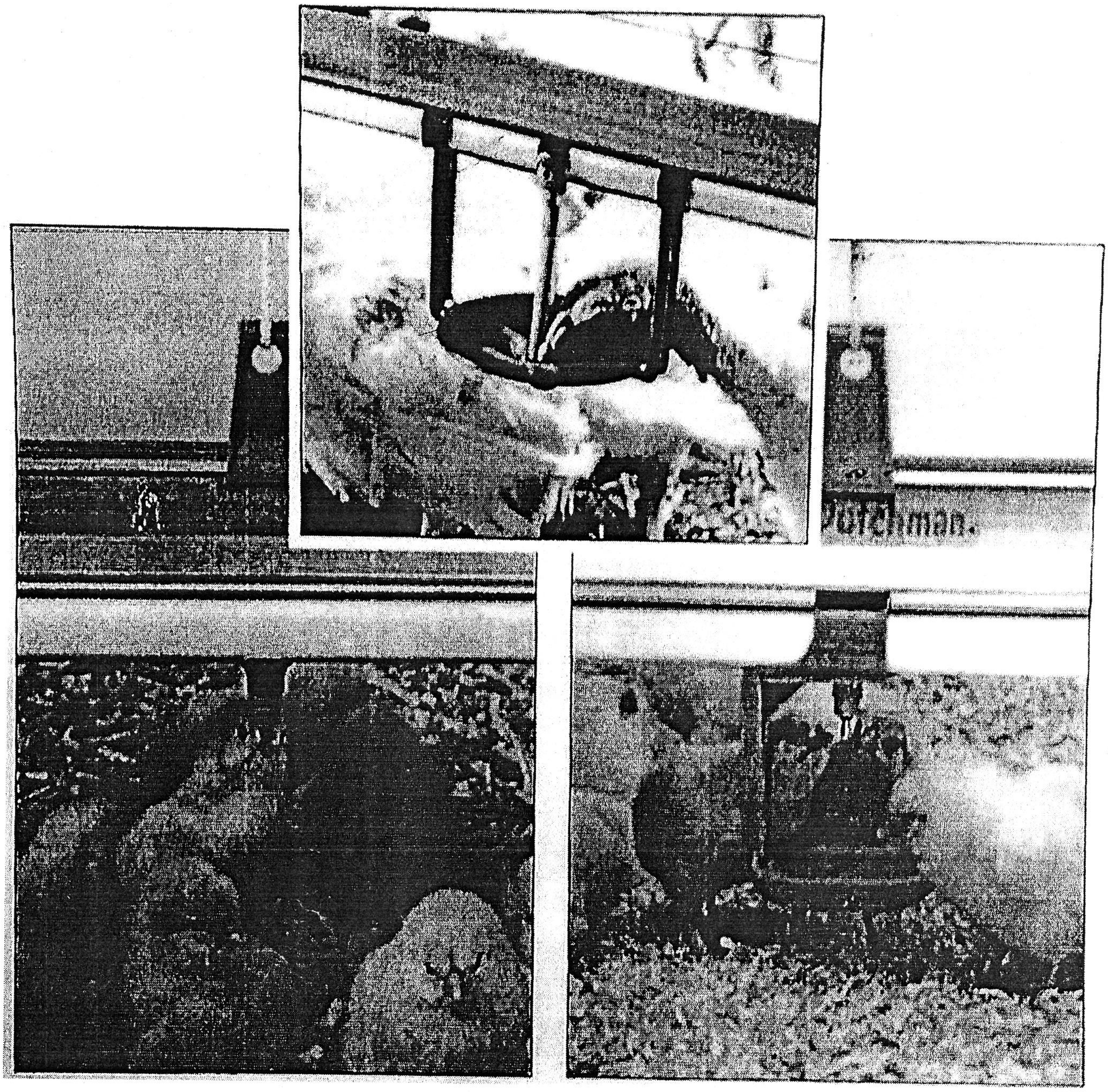
Big Dutchman



Egg collection systems

Flexible, efficient and gentle on the eggs

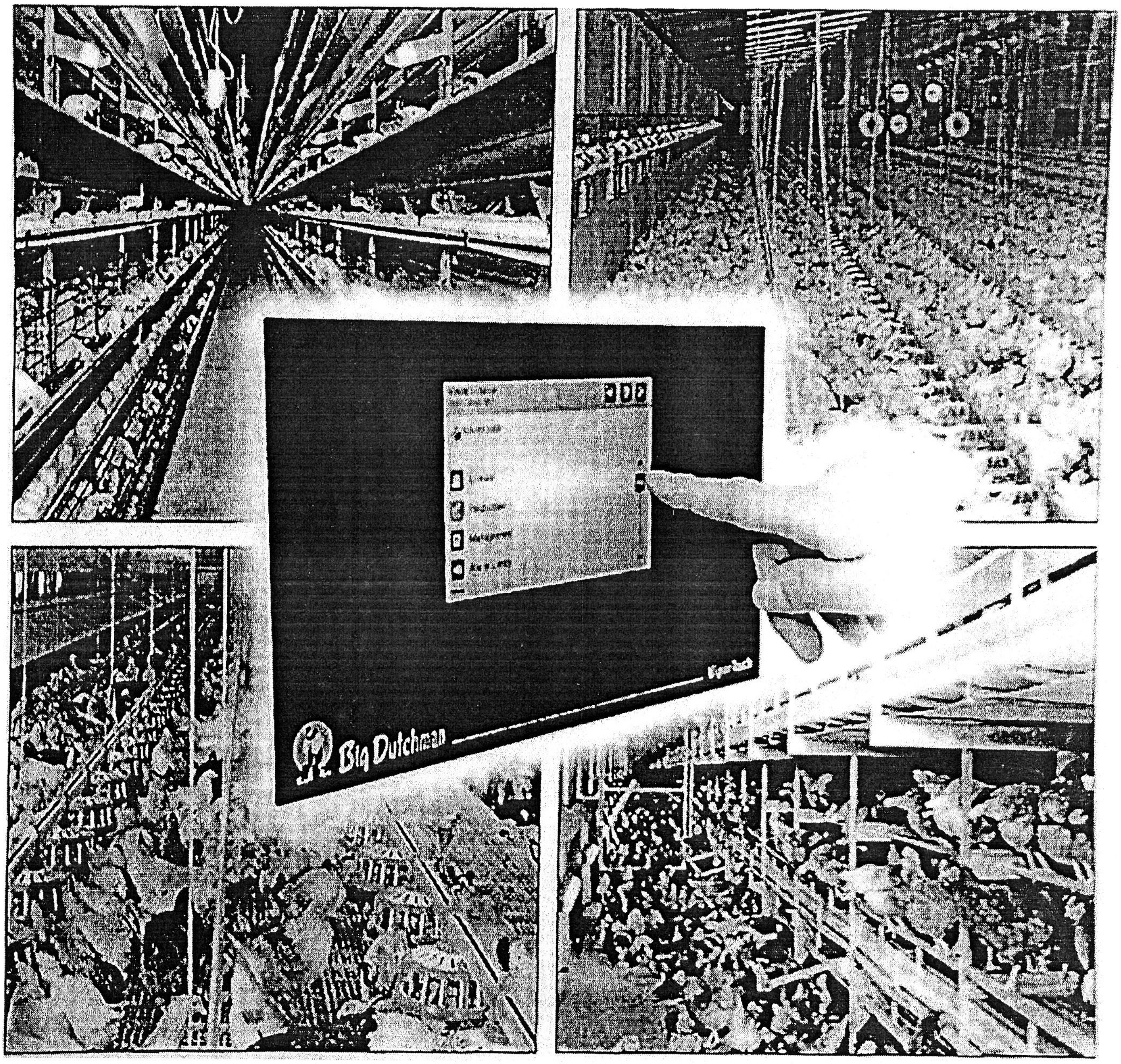
Big Dutchman



Drinking Systems

for rearing and heavier poultry

Big Dutchman



ViperTouch

The flexible climate and production computer
for your poultry house

Annexure (D)

ISE-OVO COMPANY LIMITED

Cost of Building

No.	Particular	Building Size	Qty	Amount	
				Kyats	US$
1	Seed Chicken Pullet	69m x 7m	1	116,200,000	
2	Chicken Stock	91m x 7m	1	165,000,000	
3	Egg Storage	30m x 15m	1	119,700,000	
4	Poultry	106m x 12m	4	1,120,000,000	
5	GP Building	40m x 30m	1	320,000,000	
6	Compost Building	40m x 29.5m	1	254,053,000	
7	Domitory Building	40m x 8.5m	1	92,500,000	
8	Resting Room	11.4m x 6.6m	2	57,334,000	
9	Shower Room	7m x 3m	2	69,106,000	
10	Shower Shed	7m x 6.7m	3	24,306,000	
11	Adm & Security	9m x 5.4m	3	76,446,000	
12	Canteen	18.28m x 7.3m	1	38,786,000	
13	Maintenance H	12m x 10m	1	23,252,000	
14	Warehouse	7.2m x 5.4m	1	8,371,000	
	Total			**2,485,054,000**	

EGG PRODUCTION FARM PROJECT LAYOUT PLAN

Legend

1. Poultry Building (106mx12mx4.5m)
2. GP Factory (40mx30mx3m)
3. Compost Building (40mx29.5mx4m)
4. Dormitory Building (40mx8.5mx3.5m)
5. Canteen (20mx10mx3.5m)
6. Resting Room(11.4m x 6.6mx3.5m)
7. Adminstrative Building& Security (9mx5.4mx3.5m)

8a. Shower Room (7.2m x 7.2mx3.5m) 1 Nos

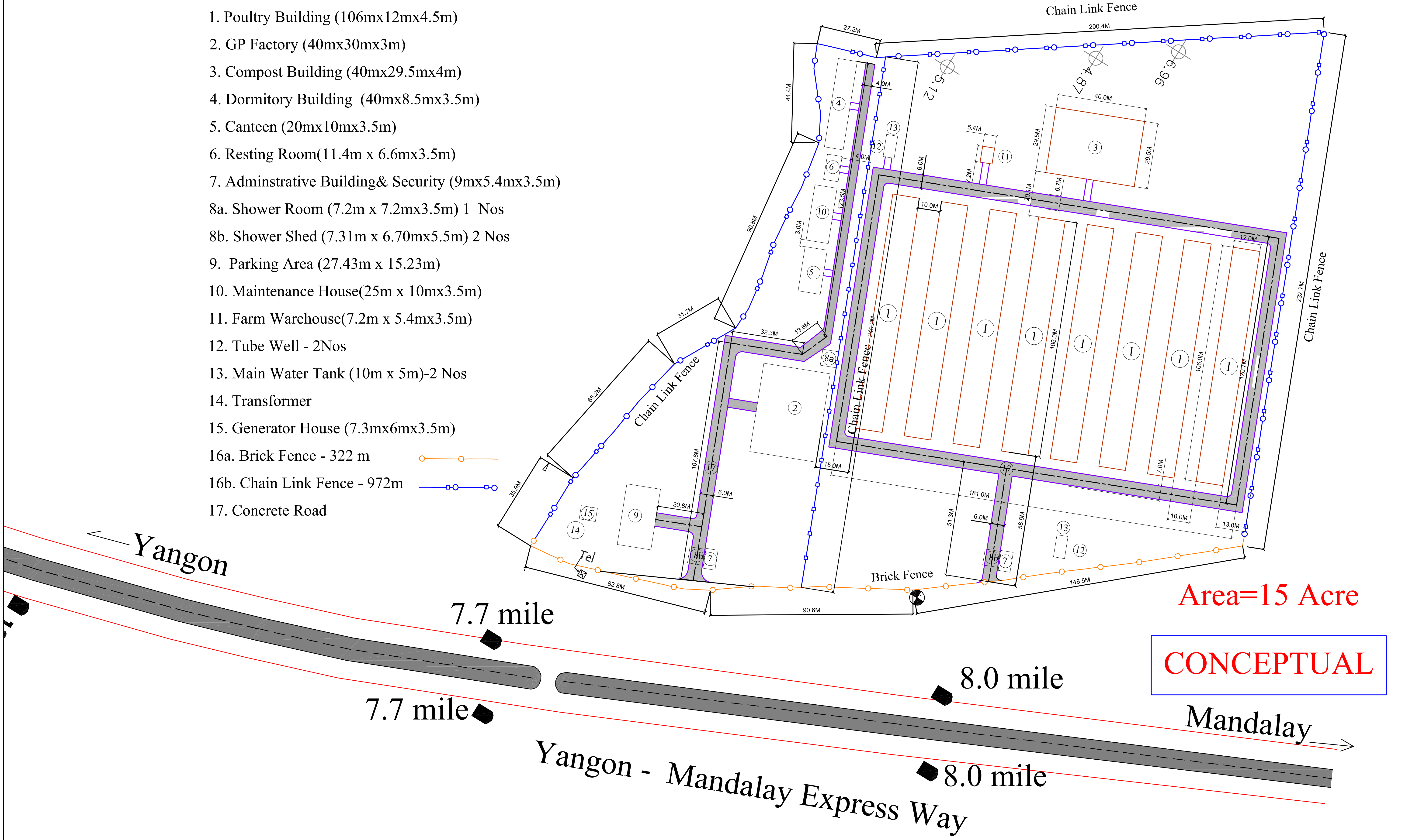
8b. Shower Shed (7.31m x 6.70mx5.5m) 2 Nos

9. Parking Area (27.43m x 15.23m)
10. Maintenance House(25m x 10mx3.5m)
11. Farm Warehouse(7.2m x 5.4mx3.5m)
12. Tube Well - 2Nos
13. Main Water Tank (10m x 5m)-2 Nos
14. Transformer
15. Generator House (7.3mx6mx3.5m)

16a. Brick Fence - 322 m

16b. Chain Link Fence - 972m

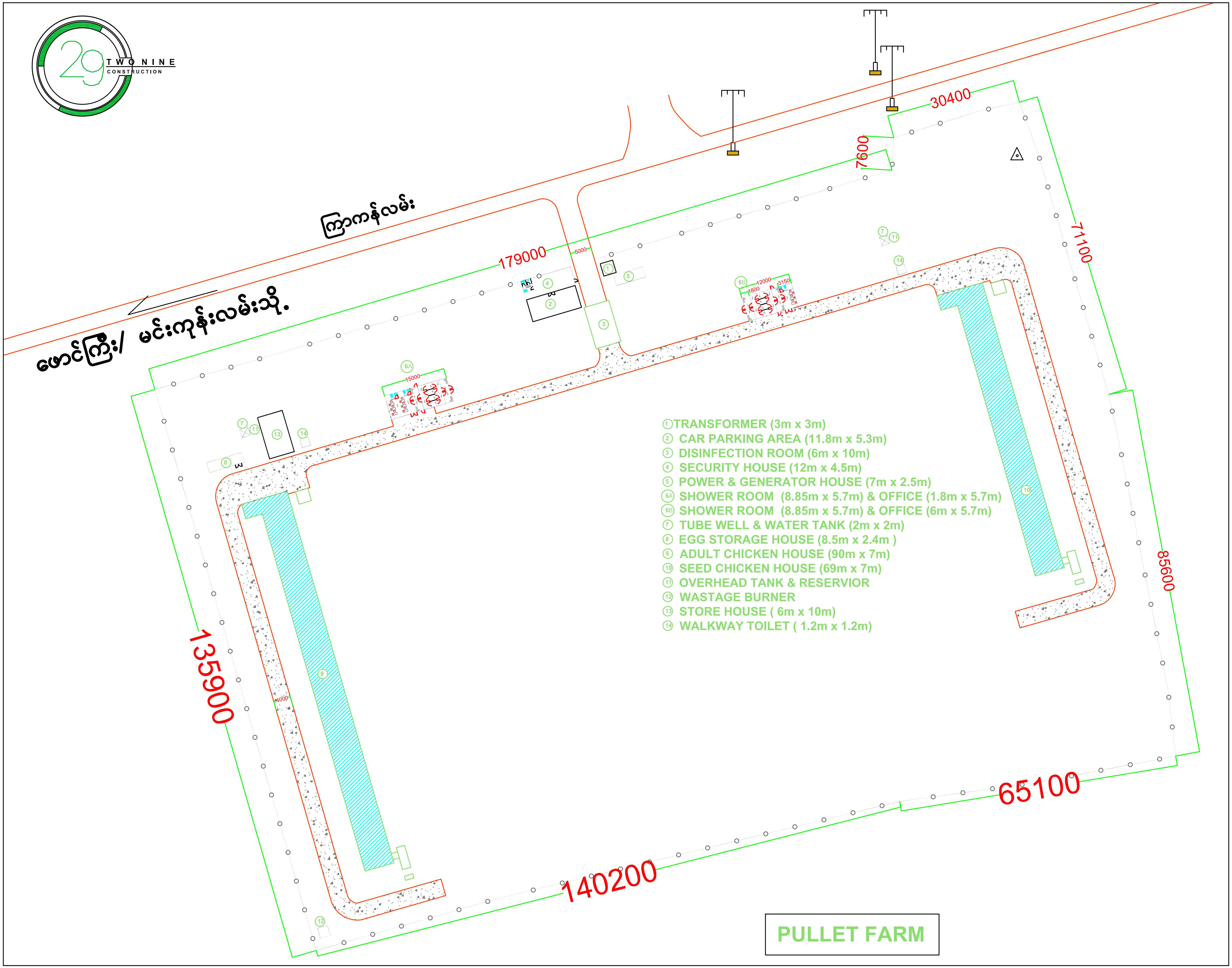
17. Concrete Road



Area=15 Acre

CONCEPTUAL

REV NO.	DATE	COORDINATE	BY	APPROVED	DATE	CLIENT			
						M.O GROUP CONSTRUCTION COMPANY LIMITED	DRAWN BY: DATE: CHECKED BY:	PROJECT: EGG PRODUCTION FARM PROJECT	SECTION: MASTER PLAN SHEET TITLE: LAYOUT PLAN	SCALE: DRAWING NO.:



TWO NINE CONSTRUCTION
ကြာကန်လမ်း
ဖောင်ကြီး/ မင်းကုန်းလမ်းသို့
179000
5000
30400
7600
71100
85600
65100
140200
135900
15000
12000
1800
3150
4000
①TRANSFORMER (3m x 3m)
② CAR PARKING AREA (11.8m x 5.3m)
③ DISINFECTION ROOM (6m x 10m)
④ SECURITY HOUSE (12m x 4.5m)
⑤ POWER & GENERATOR HOUSE (7m x 2.5m)
6A SHOWER ROOM (8.85m x 5.7m) & OFFICE (1.8m x 5.7m)
6B SHOWER ROOM (8.85m x 5.7m) & OFFICE (6m x 5.7m)
⑦ TUBE WELL & WATER TANK (2m x 2m)
⑧ EGG STORAGE HOUSE (8.5m x 2.4m)
⑨ ADULT CHICKEN HOUSE (90m x 7m)
⑩ SEED CHICKEN HOUSE (69m x 7m)
⑪ OVERHEAD TANK & RESERVIOR
⑫ WASTAGE BURNER
⑬ STORE HOUSE (6m x 10m)
⑭ WALKWAY TOILET (1.2m x 1.2m)
PULLET FARM

Annexure (E)
Sheet (1)

ISE-OVO COMPANY LIMITED

List of Chicken Annual Raw Materials to be Imported

Sr.No	Particular	A/U	Year 1			Year 2			Year 3			Year 4			Year 5		
			Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)
1	Chicken (DOC) Brand (Highsex Brown) Country (Netherlands)	Bird	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000
	Total				96,000			96,000			96,000			96,000			96,000

ISE-OVO COMPANY LIMITED

List of Chicken Annual Raw Materials to be Imported

Sr.No	Particular	A/U	Year 6			Year 7			Year 8			Year 9			Year 10-20		
			Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)	Quantity	Unit Price (US$)	Amount (US$)
1	Chicken (DOC) Brand (Highsex Brown) Country (Netherlands)	Bird	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000	12,000	8.00	96,000
	Total				96,000			96,000			96,000			96,000			96,000

Annexure (E)
Sheet (2)

ISE-OVO COMPANY LIMITED

List of Annual Raw Materials to be Imported

Sr. No.	Particular	A/U	Year 1 Quantity/ Kg	Year 1 Unit Price (US$)	Year 1 Amount (US$)	Year 2 Quantity/ Kg	Year 2 Unit Price (US$)	Year 2 Amount (US$)	Year 3 Quantity/ Kg	Year 3 Unit Price (US$)	Year 3 Amount (US$)	Year 4 Quantity/ Kg	Year 4 Unit Price (US$)	Year 4 Amount (US$)	Year 5 Quantity/ Kg	Year 5 Unit Price (US$)	Year 5 Amount (US$)
	POULTRY MIXEDFEED				120,000			120,000			120,000			120,000			120,000
1	Vitamin A	MIU	5,000,000			5,000,000			5,000,000			5,000,000			5,000,000		
2	Vitamin D3	MIU	3,750,000			3,750,000			3,750,000			3,750,000			3,750,000		
3	Vitamin E	g	12.5000			12.5000			12.5000			12.5000			12.5000		
4	Vitamin K3	g	2.8780			2.8780			2.8780			2.8780			2.8780		
5	Vitamin B1	g	0.6170			0.6170			0.6170			0.6170			0.6170		
6	Vitamin B2	g	2.0000			2.0000			2.0000			2.0000			2.0000		
7	Vitamin B6	g	1.8240			1.8240			1.8240			1.8240			1.8240		
8	Nicotinic Acid Amide	g	14.8781			14.8781			14.8781			14.8781			14.8781		
9	Cal-D Pantothenate	g	4.3497			4.3497			4.3497			4.3497			4.3497		
10	Choline Chloride	g	236.3930			236.3930			236.3930			236.3930			236.3930		
11	Folic Acid	g	0.2500			0.2500			0.2500			0.2500			0.2500		
12	Vitamin B12	g	0.0075			0.0075			0.0075			0.0075			0.0075		
13	Biotin	g	0.0125			0.0125			0.0125			0.0125			0.0125		
14	Manganese Sulfate	g	137.4268			137.4268			137.4268			137.4268			137.4268		
15	Peptide Manganese	g	53.9900			53.9900			53.9900			53.9900			53.9900		
16	Iron Sulfate (dry)	g	35.3607			35.3607			35.3607			35.3607			35.3607		
17	Petide Iron	g	17.3300			17.3300			17.3300			17.3300			17.3300		
18	Cobalt Sulfate (dry)	g	0.1315			0.1315			0.1315			0.1315			0.1315		
19	Petide Copper	g	8.8400			8.8400			8.8400			8.8400			8.8400		
20	Copper Sulphate (dry)	g	6.4053			6.4053			6.4053			6.4053			6.4053		
21	Zinc Sulfate (dry)	g	74.0796			74.0796			74.0796			74.0796			74.0796		
22	Peptide Zinc	g	26.3600			26.3600			26.3600			26.3600			26.3600		
23	Calciumciodate	g	0.3840			0.3840			0.3840			0.3840			0.3840		
24	Phytase	FTU	225,000			225,000			225,000			225,000			225,000		
25	BD3C	g	1.2500			1.2500			1.2500			1.2500			1.2500		
26	QT12000 SE	g	5.0000			5.0000			5.0000			5.0000			5.0000		
27	Feed LP20	g	0.6400			0.6400			0.6400			0.6400			0.6400		
28	Grape PP	g	7.5000			7.5000			7.5000			7.5000			7.5000		
29	Balancer Concentrate-ISE	g	5.0000			5.0000			5.0000			5.0000			5.0000		
30	Calcium Carbonate	g	Remain			Remain			Remain			Remain			Remain		
31	Hydrous Silicon Dioxide	g	Remain			Remain			Remain			Remain			Remain		
32	Yeast Cell Wall	g	Remain			Remain			Remain			Remain			Remain		
	Total				120,000			120,000			120,000			120,000			120,000

Annexure (E)
Sheet (3)

ISE-OVO COMPANY LIMITED

List of Annual Raw Materials to be Imported

Sr. No.	Particular	A/U	Year 6			Year 7			Year 8			Year 9			Year 10-20		
			Quantity/ Kg	Unit Price (US$)	Amount (US$)	Quantity/ Kg	Unit Price (US$)	Amount (US$)	Quantity/ Kg	Unit Price (US$)	Amount (US$)	Quantity/ Kg	Unit Price (US$)	Amount (US$)	Quantity/ Kg	Unit Price (US$)	Amount (US$)
	POULTRY MIXEDFEED				120,000			120,000			120,000			120,000			120,000
1	Vitamin A	MIU	5,000,000			5,000,000			5,000,000			5,000,000			5,000,000		
2	Vitamin D3	MIU	3,750,000			3,750,000			3,750,000			3,750,000			3,750,000		
3	Vitamin E	g	12.5000			12.5000			12.5000			12.5000			12.5000		
4	Vitamin K3	g	2.8780			2.8780			2.8780			2.8780			2.8780		
5	Vitamin B1	g	0.6170			0.6170			0.6170			0.6170			0.6170		
6	Vitamin B2	g	2.0000			2.0000			2.0000			2.0000			2.0000		
7	Vitamin B6	g	1.8240			1.8240			1.8240			1.8240			1.8240		
8	Nicotinic Acid Amide	g	14.8781			14.8781			14.8781			14.8781			14.8781		
9	Cal-D Pantothenate	g	4.3497			4.3497			4.3497			4.3497			4.3497		
10	Choline Chloride	g	236.3930			236.3930			236.3930			236.3930			236.3930		
11	Folic Acid	g	0.2500			0.2500			0.2500			0.2500			0.2500		
12	Vitamin B12	g	0.0075			0.0075			0.0075			0.0075			0.0075		
13	Biotin	g	0.0125			0.0125			0.0125			0.0125			0.0125		
14	Manganese Sulfate	g	137.4268			137.4268			137.4268			137.4268			137.4268		
15	Peptide Manganese	g	53.9900			53.9900			53.9900			53.9900			53.9900		
16	Iron Sulfate (dry)	g	35.3607			35.3607			35.3607			35.3607			35.3607		
17	Petide Iron	g	17.3300			17.3300			17.3300			17.3300			17.3300		
18	Cobalt Sulfate (dry)	g	0.1315			0.1315			0.1315			0.1315			0.1315		
19	Petide Copper	g	8.8400			8.8400			8.8400			8.8400			8.8400		
20	Copper Sulphate (dry)	g	6.4053			6.4053			6.4053			6.4053			6.4053		
21	Zinc Sulfate (dry)	g	74.0796			74.0796			74.0796			74.0796			74.0796		
22	Peptide Zinc	g	26.3600			26.3600			26.3600			26.3600			26.3600		
23	Calciumciodate	g	0.3840			0.3840			0.3840			0.3840			0.3840		
24	Phytase	FTU	225,000			225,000			225,000			225,000			225,000		
25	BD3C	g	1.2500			1.2500			1.2500			1.2500			1.2500		
26	QT12000 SE	g	5.0000			5.0000			5.0000			5.0000			5.0000		
27	Feed LP20	g	0.6400			0.6400			0.6400			0.6400			0.6400		
28	Grape PP	g	7.5000			7.5000			7.5000			7.5000			7.5000		
29	Balancer Concentrate-ISE	g	5.0000			5.0000			5.0000			5.0000			5.0000		
30	Calcium Carbonate	g	Remain			Remain			Remain			Remain			Remain		
31	Hydrous Silicon Dioxide	g	Remain			Remain			Remain			Remain			Remain		
32	Yeast Cell Wall	g	Remain			Remain			Remain			Remain			Remain		
	Total				120,000			120,000			120,000			120,000			120,000

ISE-OVO COMPANY LIMITED

Projected Production

(100%) Local Sale

Sr. No.	Particular	Unit	Yearly 1	2	3	4	5	6	7	8	9	10-20 (Onward)
1	**Production (100% Local Sale)**											
	Sale of Eggs (ISE-OVO Brand)	Kg	39,375	157,500	168,750	167,500	165,625	163,750	171,938	180,535	189,562	199,040
	Sale of Eggs (ISE Brand)	Kg	4,375	23,438	29,875	31,875	34,063	35,938	37,735	39,622	41,603	43,683
	Sale of Chicken	Kg		391	9,375	9,375	9,375	9,375	9,844	10,336	10,853	11,396
	Sale of Baby Chicken	Kg		700,000	1,100,000	1,100,000	1,100,000	1,100,000	1,155,000	1,212,750	1,273,388	1,337,057
	Chicken Manure (Raw)	Kg	144,000	1,949,000	2,135,000	2,140,000	2,150,000	2,143,000	2,250,150	2,362,658	2,480,791	2,604,831
2	**Selling Price**											
	Sale of Eggs (ISE-OVO Brand)	Kyat/ Kg	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070
	Sale of Eggs (ISE Brand)	Kyat/ Kg	2,820	2,820	2,820	2,820	2,820	2,820	2,820	2,820	2,820	2,820
	Sale of Chicken	Kyat/ Kg		1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
	Sale of Baby Chicken	Kyat/ Kg		1,130	1,130	1,130	1,130	1,130	1,130	1,130	1,130	1,130
	Chicken Manure (Raw)	Kyat/ Kg	55	55	55	55	55	55	55	55	55	55
3	**Income**											
	Sale of Eggs (ISE-OVO Brand)	Kyat (000)	81,506	326,025	349,313	346,725	342,844	338,963	355,912	373,707	392,393	412,013
	Sale of Eggs (ISE Brand)	Kyat (000)	12,338	66,095	84,248	89,888	96,058	101,345	106,413	111,734	117,320	123,186
	Sale of Chicken	Kyat (000)	-	774	18,563	18,563	18,563	18,563	19,491	20,465	21,489	22,564
	Sale of Baby Chicken	Kyat (000)	-	791,000	1,243,000	1,243,000	1,243,000	1,243,000	1,305,150	1,370,408	1,438,928	1,510,874
	Chicken Manure (Raw)	Kyat (000)	7,920	107,195	117,425	117,700	118,250	117,865	123,758	129,946	136,444	143,266

Annexure (G)

Sheet (1)

ISE-OVO COMPANY LIMITED

Projected Profit and Loss Statement

(In Thousand)

Sr. No.		Particulars	Year 1 F.E (US$)	Year 1 Local (Kyat)	Year 1 Total (Kyat)	Year 2 F.E (US$)	Year 2 Local (Kyat)	Year 2 Total (Kyat)	Year 3 F.E (US$)	Year 3 Local (Kyat)	Year 3 Total (Kyat)
1		**Income**									
	1	Sale of Eggs (ISE-OVO Brand)	-	81,506	81,506	-	326,025	326,025	-	349,313	349,313
	2	Sale of Eggs (ISE Brand)	-	12,338	12,338	-	66,095	66,095	-	84,248	84,248
	3	Sale of Chicken	-	-	-	-	774	774	-	18,563	18,563
	4	Sale of Baby Chicken	-	-	-	-	791,000	791,000	-	1,243,000	1,243,000
	5	Chicken Manure (Raw)	-	7,920	7,920	-	107,195	107,195	-	117,425	117,425
		Total Income	**-**	**101,764**	**101,764**	**-**	**1,291,089**	**1,291,089**	**-**	**1,812,549**	**1,812,549**
2		**Expenditure**									
	1	Labour	36	240,000	294,000	37	247,200	302,700	38	254,613	311,613
	2	Annual Raw Materials (Feeds)	120	-	180,000	120	-	180,000	120	-	180,000
	3	Annual Raw (Birds)	96	-	144,000	96	-	144,000	96		144,000
	4	Adminstration	-	1,300	1,300	-	1,339	1,339	-	1,379	1,379
	5	Distribution Cost	-	1,000	1,000	-	1,030	1,030	-	1,061	1,061
	6	Factory Overhead Cost	-	1,500	1,500	-	1,545	1,545	-	1,591	1,591
	7	Depreciation	-	161,764	161,764	-	161,764	161,764	-	161,764	161,764
	8	Commerical Tax	-	5,088	5,088	-	64,554	64,554	-	90,627	90,627
	9	Miscelleneous	-	50	50	-	50	50	-	50	50
3		**Total Cost**	**252**	**410,702**	**788,702**	**253**	**477,482**	**856,982**	**254**	**511,085**	**892,085**
4		Gross Profit	(252)	(308,938)	(686,938)	(253)	813,607	434,107	(254)	1,301,464	920,464
5		Income Tax	-	-	-	-	-	-	-	-	-
6		**Net Profit**	**(252)**	**(308,938)**	**(686,938)**	**(253)**	**813,607**	**434,107**	**(254)**	**1,301,464**	**920,464**
7		**CSR (2%)**						**8,682**			**18,409**

1 US$ = 1500 Kyats

Corporate Social Responsibility =2%

Commerical Tax 5%

Income Tax 25%

<u>Depreciations</u>

1. Machinery & Equipment (6.25% *454129) = 28383
2. Production Equipmetns (6.25%% *1686941) = 105434
3. Building Cost (5%*558945) = 27947

= 161764

Annexure (G)

Sheet (2)

ISE-OVO COMPANY LIMITED

Projected Profit and Loss Statement

(In Thousand)

Sr. No.		Particulars	Year 4 F.E (US$)	Year 4 Local (Kyat)	Year 4 Total (Kyat)	Year 5 F.E (US$)	Year 5 Local (Kyat)	Year 5 Total (Kyat)	Year 6 F.E (US$)	Year 6 Local (Kyat)	Year 6 Total (Kyat)
1		**Income**									
	1	Sale of Eggs (ISE-OVO Brand)	-	346,725	346,725	-	342,844	342,844	-	338,963	338,963
	2	Sale of Eggs (ISE Brand)	-	89,888	89,888	-	96,058	96,058	-	101,345	101,345
		Sale of Chicken	-	18,563	18,563	-	18,563	18,563	-	18,563	18,563
		Sale of Baby Chicken	-	1,243,000	1,243,000	-	1,243,000	1,243,000	-	1,243,000	1,243,000
		Chicken Manure (Raw)	-	117,700	117,700	-	118,250	118,250	-	117,865	117,865
		Total Income	-	**1,815,876**	**1,815,876**	-	**1,818,715**	**1,818,715**	-	**1,819,736**	**1,819,736**
2		**Expenditure**									
	1	Labour	39	262,253	320,753	40	270,122	330,122	40	270,122	330,122
	2	Annual Raw Materials (Feeds)	120	-	180,000	120	-	180,000	120	-	180,000
	3	Annual Raw (Birds)	96	-	144,000	96	-	144,000	96	-	144,000
	4	Adminstration	-	1,420	1,420	-	1,420	1,420	-	1,420	1,420
	5	Distribution Cost	-	1,093	1,093	-	1,093	1,093	-	1,093	1,093
	6	Factory Overhead Cost	-	1,639	1,639	-	1,639	1,639	-	1,639	1,639
	7	Depreciation	-	161,764	161,764	-	161,764	161,764	-	161,764	161,764
	8	Commerical Tax	-	90,794	90,794	-	90,936	90,936	-	90,987	90,987
	9	Miscelleneous	-	50	50	-	50	50	-	50	50
3		**Total Cost**	**255**	**519,013**	**901,513**	**256**	**527,024**	**911,024**	**256**	**527,075**	**911,075**
4		Gross Profit	(255)	1,296,863	914,363	(256)	1,291,691	907,691	(256)	1,292,661	908,661
5		Income Tax	-	-	-	-	-	-	-	-	227,165
6		**Net Profit**	**(255)**	**1,296,863**	**914,363**	**(256)**	**1,291,691**	**907,691**	**(256)**	**1,292,661**	**681,496**
7		**CSR (2%)**			**18,287**			**18,154**			**13,630**

Annexure (G)

Sheet (3)

ISE-OVO COMPANY LIMITED

Projected Profit and Loss Statement

(In Thousand)

Sr. No.		Particulars	Year 7			Year 8			Year 9		
			F.E (US$)	Local (Kyat)	Total (Kyat)	F.E (US$)	Local (Kyat)	Total (Kyat)	F.E (US$)	Local (Kyat)	Total (Kyat)
1		**Income**									
	1	Sale of Eggs (ISE-OVO Brand)	-	355,912	355,912	-	373,707	373,707	-	392,393	392,393
	2	Sale of Eggs (ISE Brand)	-	106,413	106,413	-	111,734	111,734	-	117,320	117,320
		Sale of Chicken	-	19,491	19,491	-	20,465	20,465	-	21,489	21,489
		Sale of Baby Chicken	-	1,305,150	1,305,150	-	1,370,408	1,370,408	-	1,438,928	1,438,928
		Chicken Manure (Raw)	-	123,758	123,758	-	129,946	129,946	-	136,444	136,444
		Total Income	-	**1,910,724**	**1,910,724**	-	**2,006,260**	**2,006,260**	-	**2,106,574**	**2,106,574**
2		**Expenditure**									
	1	Labour	40	270,122	330,122	40	270,122	330,122	40	270,122	330,122
	2	Annual Raw Materials (Feeds)	120	-	180,000	120	-	180,000	120	-	180,000
	3	Annual Raw (Birds)	96	-	144,000	96	-	144,000	96	-	144,000
	4	Adminstration	-	1,463	1,463	-	1,463	1,463	-	1,463	1,463
	5	Distribution Cost	-	1,126	1,126	-	1,126	1,126	-	1,126	1,126
	6	Factory Overhead Cost	-	1,688	1,688	-	1,688	1,688	-	1,688	1,688
	7	Depreciation	-	161,764	161,764	-	161,764	161,764	-	161,764	161,764
	8	Commerical Tax	-	95,536	95,536	-	100,313	100,313	-	105,329	105,329
	9	Miscelleneous	-	50	50	-	50	50	-	50	50
3		**Total Cost**	**256**	**531,749**	**915,749**	**256**	**536,526**	**920,526**	**256**	**541,542**	**925,542**
4		Gross Profit	(256)	1,378,975	994,975	(256)	1,469,734	1,085,734	(256)	1,565,032	1,181,032
5		Income Tax	-	-	248,744	-	-	271,434	-	-	295,258
6		**Net Profit**	**(256)**	**1,378,975**	**746,231**	**(256)**	**1,469,734**	**814,300**	**(256)**	**1,565,032**	**885,774**
7		CSR (2%)			**14,925**			**16,286**			**17,715**

Annexure (G)

Sheet (4)

ISE-OVO COMPANY LIMITED

Projected Profit and Loss Statement

(In Thousand)

Sr. No.		Particulars	Year 10 F.E (US$)	Year 10 Local (Kyat)	Year 10 Total (Kyat)	Year 11-16 F.E (US$)	Year 11-16 Local (Kyat)	Year 11-16 Total (Kyat)	Year 17-20 F.E (US$)	Year 17-20 Local (Kyat)	Year 17-20 Total (Kyat)
1		**Income**									
	1	Sale of Eggs (ISE-OVO Brand)	-	412,013	412,013	-	412,013	412,013	-	412,013	412,013
	2	Sale of Eggs (ISE Brand)	-	123,186	123,186	-	123,186	123,186	-	123,186	123,186
		Sale of Chicken	-	22,564	22,564	-	22,564	22,564	-	22,564	22,564
		Sale of Baby Chicken	-	1,510,874	1,510,874	-	1,510,874	1,510,874	-	1,510,874	1,510,874
		Chicken Manure (Raw)	-	143,266	143,266	-	143,266	143,266	-	143,266	143,266
		Total Income	**-**	**2,211,903**	**2,211,903**	**-**	**2,211,903**	**2,211,903**	**-**	**2,211,903**	**2,211,903**
2		**Expenditure**									
	1	Labour	40	270,122	330,122	40	270,122	330,122	40	270,122	330,122
	2	Annual Raw Materials (Feeds)	120	-	180,000	120	-	180,000	120	-	180,000
	3	Annual Raw (Birds)	96	-	144,000	96	-	144,000	96	-	144,000
	4	Adminstration	-	1,507	1,507	-	1,507	1,507	-	1,507	1,507
	5	Distribution Cost	-	1,160	1,160	-	1,160	1,160	-	1,160	1,160
	6	Factory Overhead Cost	-	1,739	1,739	-	1,739	1,739	-	1,739	1,739
	7	Depreciation	-	161,764	161,764	-	161,764	161,764	-	27,947	27,947
	8	Commerical Tax	-	110,595	110,595	-	110,595	110,595	-	110,595	110,595
	9	Miscelleneous	-	50	50	-	50	50	-	50	50
3		**Total Cost**	**256**	**546,937**	**930,937**	**256**	546,937	**930,937**	**256**	**413,120**	**797,120**
4		Gross Profit	(256)	1,664,966	1,280,966	(256)	1,664,966	1,280,966	(256)	1,798,783	1,414,783
5		Income Tax	-	-	320,242	-	-	320,242	-	-	353,696
6		**Net Profit**	**(256)**	**1,664,966**	**960,724**	**(256)**	**1,664,966**	**960,724**	**(256)**	**1,798,783**	**1,061,087**
7		**CSR (2%)**			**19,214**			**19,214**			**21,222**

Annexure (H)

Sheet (1)

ISE-OVO COMPANY LIMITED

Cash Flow Statement

(In Thousand)

PARTICULARS	Construction Period	Operation Period									
	1*	1	2	3	4	5	6	7	8	9	10
		Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
		Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats
CASH IN FLOW		(525,174)	595,871	1,082,228	1,076,127	1,069,455	843,260	907,995	976,064	1,047,538	1,122,488
Net Profit after Tax		(686,938)	434,107	920,464	914,363	907,691	681,496	746,231	814,300	885,774	960,724
Depreciation		161,764	161,764	161,764	161,764	161,764	161,764	161,764	161,764	161,764	161,764
Loan											
CASH OUT FLOW	**7,500,000**	-	-	-	-	-	-	-	-	-	-
Capital Contribution	**7,500,000**										
Loan											
Loan Repayment											
NET CASH FLOW	**7,500,000**	**(525,174)**	**595,871**	**1,082,228**	**1,076,127**	**1,069,455**	**843,260**	**907,995**	**976,064**	**1,047,538**	**1,122,488**
Opening Balance		(7,500,000)	(8,025,174)	(7,429,303)	(6,347,075)	(5,270,948)	(4,201,493)	(3,358,233)	(2,450,238)	(1,474,174)	(426,636)
Accumulative Net Profit	(7,500,000)	(8,025,174)	(7,429,303)	(6,347,075)	(5,270,948)	(4,201,493)	(3,358,233)	(2,450,238)	(1,474,174)	(426,636)	695,852

Pay-back Period = 10 Years 5 Months

	Kyat	Period
Year 9-11	-426636	10 Years
Year 10= (426636/1122488)*12	-426636	5 Months

Annexure (H)

Sheet (2)

ISE-OVO COMPANY LIMITED

Cash Flow Statement

(In Thousand)

PARTICULARS	Operation Period									
	11	12	13	14	15	16	17	18	19	20
	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats	Kyats
CASH IN FLOW	1,122,488	1,122,488	1,122,488	1,122,488	1,122,488	1,122,488	1,089,034	1,089,034	1,089,034	1,089,034
Net Profit after Tax	960,724	960,724	960,724	960,724	960,724	960,724	1,061,087	1,061,087	1,061,087	1,061,087
Depreciation	161,764	161,764	161,764	161,764	161,764	161,764	27,947	27,947	27,947	27,947
Loan										
CASH OUT FLOW	-	-	-	-	-	-	-	-	-	-
Capital Contribution										
Loan										
Loan Repayment										
NET CASH FLOW	**1,122,488**	**1,122,488**	**1,122,488**	**1,122,488**	**1,122,488**	**1,122,488**	**1,089,034**	**1,089,034**	**1,089,034**	**1,089,034**
Opening Balance	**695,852**	**1,818,340**	**2,940,828**	**4,063,316**	**5,185,804**	**6,308,292**	**7,430,780**	**8,519,814**	**9,608,848**	10,697,882
Accumulative Net Profit	**1,818,340**	**2,940,828**	**4,063,316**	5,185,804	**6,308,292**	7,430,780	**8,519,814**	**9,608,848**	**10,697,882**	11,786,916

Annexure (I)

ISE-OVO COMPANY LIMITED

Calculation of Internal Rate of Return

(Kyat in Thousand)

Year	Cash Inflow	Cash Outflow	Net Cash Flow	DCF		DCF	
				Rate 5%	PV	Rate 10%	PV
*1		-	7,500,000	1	(7,500,000)	1	-7500000
1	(525,174)		(525,174)	0.952	(500,166)	0.909	-477431
2	595,871		595,871	0.907	540,473	0.826	492455
3	1,082,228		1,082,228	0.864	934,869	0.751	813094
4	1,076,127		1,076,127	0.823	885,332	0.683	735009
5	1,069,455		1,069,455	0.784	837,946	0.621	664047
6	843,260		843,260	0.746	629,254	0.564	475998
7	907,995		907,995	0.711	645,295	0.513	465945
8	976,064		976,064	0.677	660,639	0.467	455341
9	1,047,538		1,047,538	0.645	675,252	0.424	444258
10	1,122,488		1,122,488	0.614	689,110	0.386	432768
11	1,122,488		1,122,488	0.585	656,295	0.350	393425
12	1,122,488		1,122,488	0.557	625,043	0.319	357659
13	1,122,488		1,122,488	0.530	595,279	0.290	325145
14	1,122,488		1,122,488	0.505	566,933	0.263	295586
15	1,122,488		1,122,488	0.481	539,936	0.239	268715
16	1,122,488		1,122,488	0.458	514,225	0.218	244286
17	1,089,034		1,089,034	0.436	475,142	0.198	215460
18	1,089,034		1,089,034	0.416	452,516	0.180	195872
19	1,089,034		1,089,034	0.396	430,968	0.164	178066
20	1,089,034		1,089,034	0.377	410,445	0.149	161878
	19,286,916	-	26,786,916		3,764,787		(362,423)

Internal Rate of Return = 10%

IRR= A + (a/(a+b) X (B-A))

= 5+(3764787/4127210)*(10-5)

= 5+(3764787/4127210)*5

= 5+ 0.91*5 = 5 + 4.56 = 9.56 % = 10%

A= the Lowest Interest Rate

B= the Highest Interest Rate

a= Positive NPV

b= Negative NPV

ISE-OVO COMPANY LIMITED

Employee Statement

Local Employee

Sr. No	Designation	Qty (No)	Salary per Month (Kyat)	Salary per Year (Kyat) 1	2	3	4	5-20 (Onward)
				Kyat 000	Kyat 000	Kyat 000	Kyat 000	Kyat 000
	PS Farm							
1	Vice Farm Director	1	500,000	6,000	6,180	6,365	6,556	6,753
2	Maintenance worker	1	300,000	3,600	3,708	3,819	3,934	4,052
3	Assistant Manager	2	400,000	9,600	9,888	10,185	10,491	10,806
4	Compost/Vaccination worker	3	200,000	7,200	7,416	7,638	7,867	8,103
5	Security worker	3	150,000	5,400	5,562	5,729	5,901	6,078
	(Layer Farm)							
6	Farm Director	1	450,000	5,400	5,562	5,729	5,901	6,078
7	Vice Farm Director	1	400,000	4,800	4,944	5,092	5,245	5,402
8	Maintenance worker	2	300,000	7,200	7,416	7,638	7,867	8,103
9	Assistant Manager	3	350,000	12,600	12,978	13,367	13,768	14,181
10	Compost/Vaccination worker	4	200,000	9,600	9,888	10,185	10,491	10,806
11	Security worker	5	150,000	9,000	9,270	9,548	9,834	10,129
12	General administrator	2	250,000	6,000	6,180	6,365	6,556	6,753
13	Accounting	2	250,000	6,000	6,180	6,365	6,556	6,753
	(GP Center)							
14	Factory Director	1	450,000	5,400	5,562	5,729	5,901	6,078
15	Assistant manager	9	350,000	37,800	38,934	40,102	41,305	42,544
16	Line worker	9	200,000	21,600	22,248	22,915	23,602	24,310
17	Shipping/packing/washing etc	13	200,000	31,200	32,136	33,100	34,093	35,116
	(Sales&Marketing)							
18	HR Manager	1	500,000	6,000	6,180	6,365	6,556	6,753
19	Sales Director	1	300,000	3,600	3,708	3,819	3,934	4,052
20	Sales worker	10	200,000	24,000	24,720	25,462	26,226	27,013
21	General administrator	2	250,000	6,000	6,180	6,365	6,556	6,753
22	Accounting	4	250,000	12,000	12,360	12,731	13,113	13,506
	Total (Kyat)	**80**		**240,000**	**247,200**	**254,613**	**262,253**	**270,122**

Foreign Experts & Technicians

Sr. No	Designation	Qty (No)	Salary per Month (US$)	Salary per Year (US$) 1	2	3	4	5-20 (Onward)
				US$ 000	US$ 000	US$ 000	US$ 000	US$ 000
1	Technicians	2	1,500	36	37	38	39	40
	Total (US$)	**2**		**36**	**37**	**38**	**39**	**40**

FIRE SECURITY MANAGEMENT

1. **AIM AND OBJECTION**

"**ISE-OVO COMPANY LIMITED**" Layer Breeder Farm and Sales of Chicken and Egg, attend to make advance prevent not to be come other losses about fire dangerous.

2. **LOCATION**

(1) Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Ward, Hlegu Township, Yangon Region.
(2) Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (West) Ward, Hlegu Township, Yangon Region.

3. **WORKS DUTY**

Must to be abided to overcome implement the aim and objection.
(a) Fire Dangerous Prevention
(b) Fire Die Out Works
(c) Re-Settlement and Re-Establish works.

4. **FIRE DANGEROUS PREVENTION**

Prevention works is most of base and most of yield result, must be accurately abided the following instructions and to be abided the added instructions under time and conditions.

(1) Conditions on fire to be removed and prohibited.

(2) Within Project, must be always cleaned a throw away materials, dustbin weed grass on fire.

(3) The fuel oil must be done systematically storage, supplying, using and throwing away under fixed controlled method.

(4) Within Project must be written dangerous noticed letter and hanged up "do not smoke" "do not be careless". "Must use the fire systematically" etc. Specially must be done special notice on oil storage tank and other easy on fire storage place.

(5) Electric using must be fixed and used under directives and methods of Myanma Electrical Enterprise.

(6) Must be fixed underground rings and diverted thunder bolt at building.

(7) Must be written and fixed the office used materials in priority marks.

(8) Form the prevention fire, fire extinguish association and will be taught training for fire.

(9) Have fire extinguishers, fire extinguish pipe tabs and water tank.

5. **<u>ADVANCE WORKS TO FIRE EXTINGUISH</u>**

Prevention for not firing and if fire, must be abided systematically the works as follows : -

(1) Have fire extinguish boxes, water baskets, sand baskets and fire hang and flat at every building and required place.
(2) Must be fixed automatic fire signal system and warning iron roads.
(3) Must be fixed fire warning system.
(4) If fire must be fixed priority extinguish.
(5) Must be placed daily duty the fire prevent security staff.
(6) If fire, must be done urgent the following :
    (a) Ring the warning bell

    (b) Inform to fire station department that the fire extinguished motor vehicle come and extinguish quickly.

    (c) Transfer to free from fire the priority property.
    (d) Fire Extinguishing.

6. **<u>RESETTLEMENT AND REESTABLISH WORKS</u>**

If on fire, make the emergency transfer the person and materials if injury and lost, submit to duty supervisors and will be done, placing, carry to clinic, hospital and medical take care help and support.

Yours Respectfully

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED
WORKSITE PLEASANT AND WORKER WELFARE PROGRAMME

"ISE-OVO COMPANY LIMITED" Layer Breeder Farm and Sales of Chicken and Egg and arranged worksite pleasant and worker welfare as follows;

1. Build the staff housing requirement for workers.
2. The Library will be opened for workers to proper knowledge.
3. Will be arranged Health Clinic to make health care and cure.
4. Constructed the worker dinning room and will supply desk, chair, soap and toilet materials.
5. Will be constructed sufficiently bath room and toilet, separate man and woman.
6. Have dusty baskets and toilet rooms to clean environment, make to clean environment, built the water canal and always make to clean.

Yours Respectfully

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

ISE - OVO

ISE-OVO COMPANY LIMITED

SUBMIT THE CONDITION NOT TO BE POLLUTION IN ENVIRONMENT

"ISE-OVO COMPANY LIMITED" Layer Breeder Farm and Sales of Chicken and Egg will run the proposed works admit not to pollute the environment, have toilets within office and building, have the dustbins, clean the office and building environment, make good drain, not to have bad-smell from the drain and systematically throw away the dirty water.

Admitted not to make noise pollution in the buildings and offices, not to create dust pollution in environment and systematically throw – away the dust out from buildings and offices. Cultivate the plants to soak up fumes and clear the environment from the bad smell from works. Admitted, must abide by the rules and regulations of Ministry of Natural Resources and Environmental Conservation.

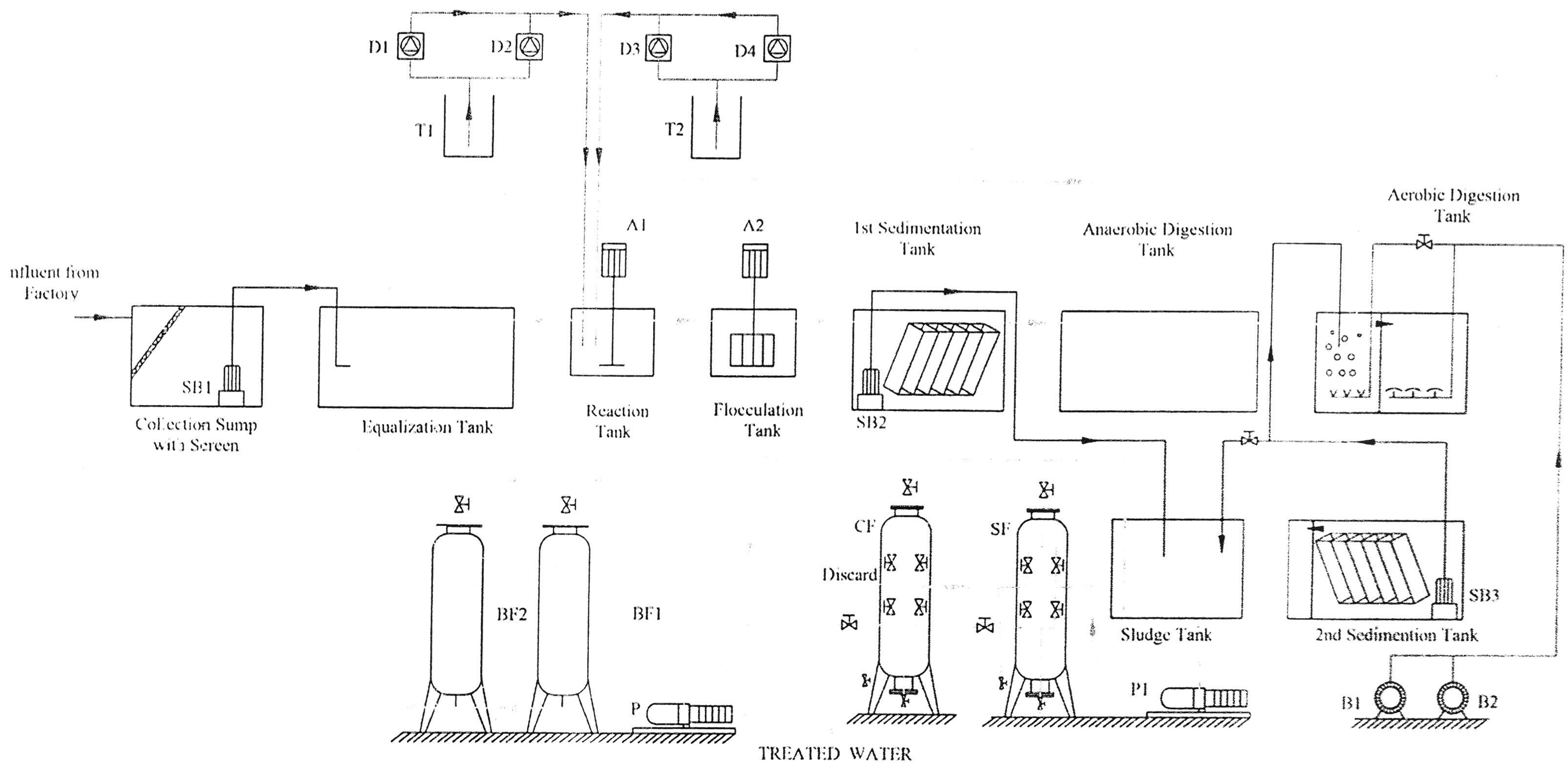
Yours Sincerely

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.

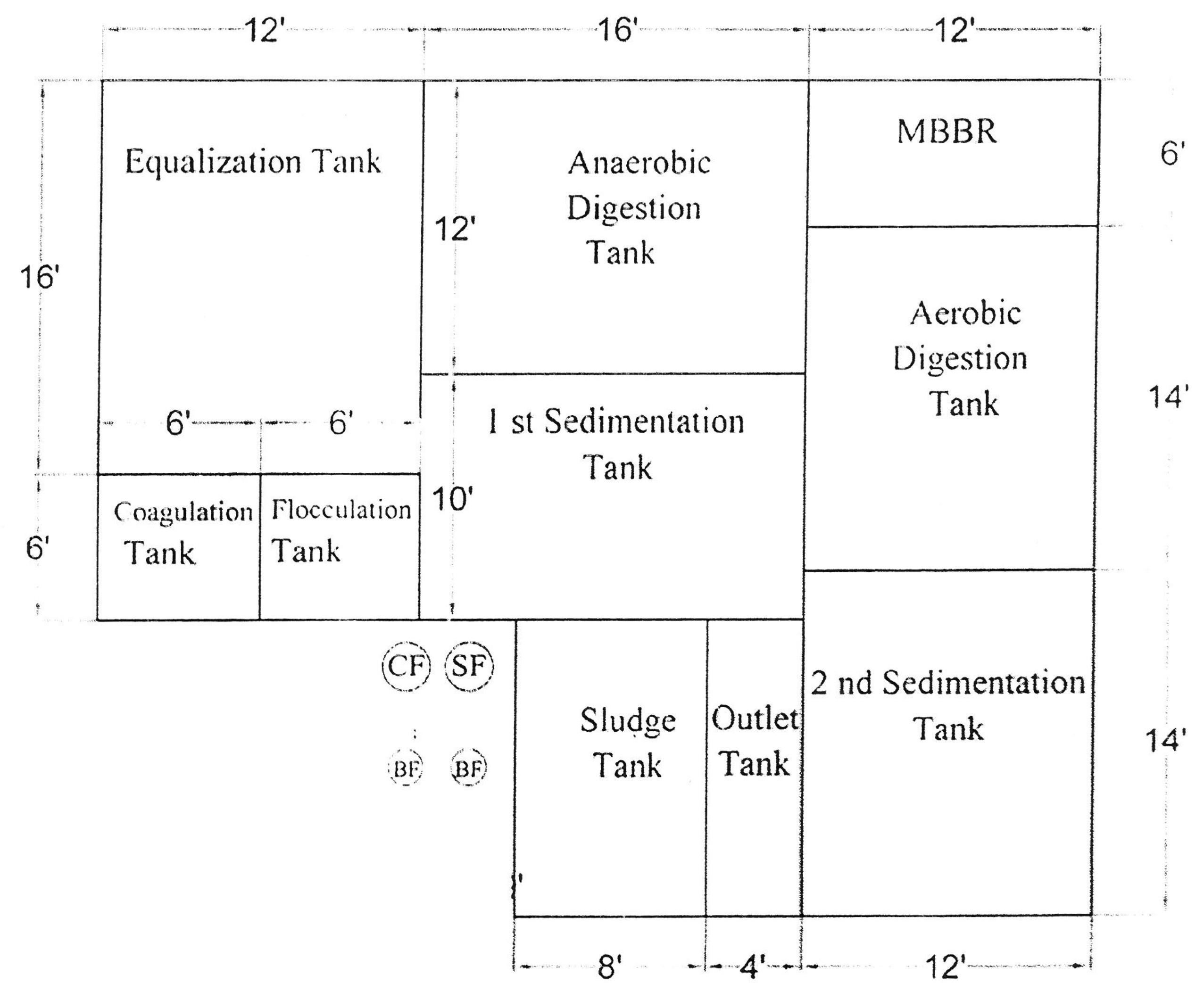
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

FLOW DIAGRAM FOR WASTE WATER TREATMENT PLANT CAPACITY 1000 gal / hr



D1 ~ D4 = Dosing Pump	P , P1 = Pressure Pump	SF = Sand Filter, CF = Carbon Filter	TITLE	wastewater treatment plant	
SB1 ~ SB2 = Submersible Pump		Over Flow Line	DWG		
A1 ~ A2 = Agitator		Submersible Pump Flow Line			
BF1 ~ BF2 = Bag Filter		Air Flow Line			
B1 ~ B2 = Roots Blower		Pressure Pump Flow Line	DATE	21.6.2019	
T1 ~ T2 = Chemical Tank		Dosing Pump Flow Line			

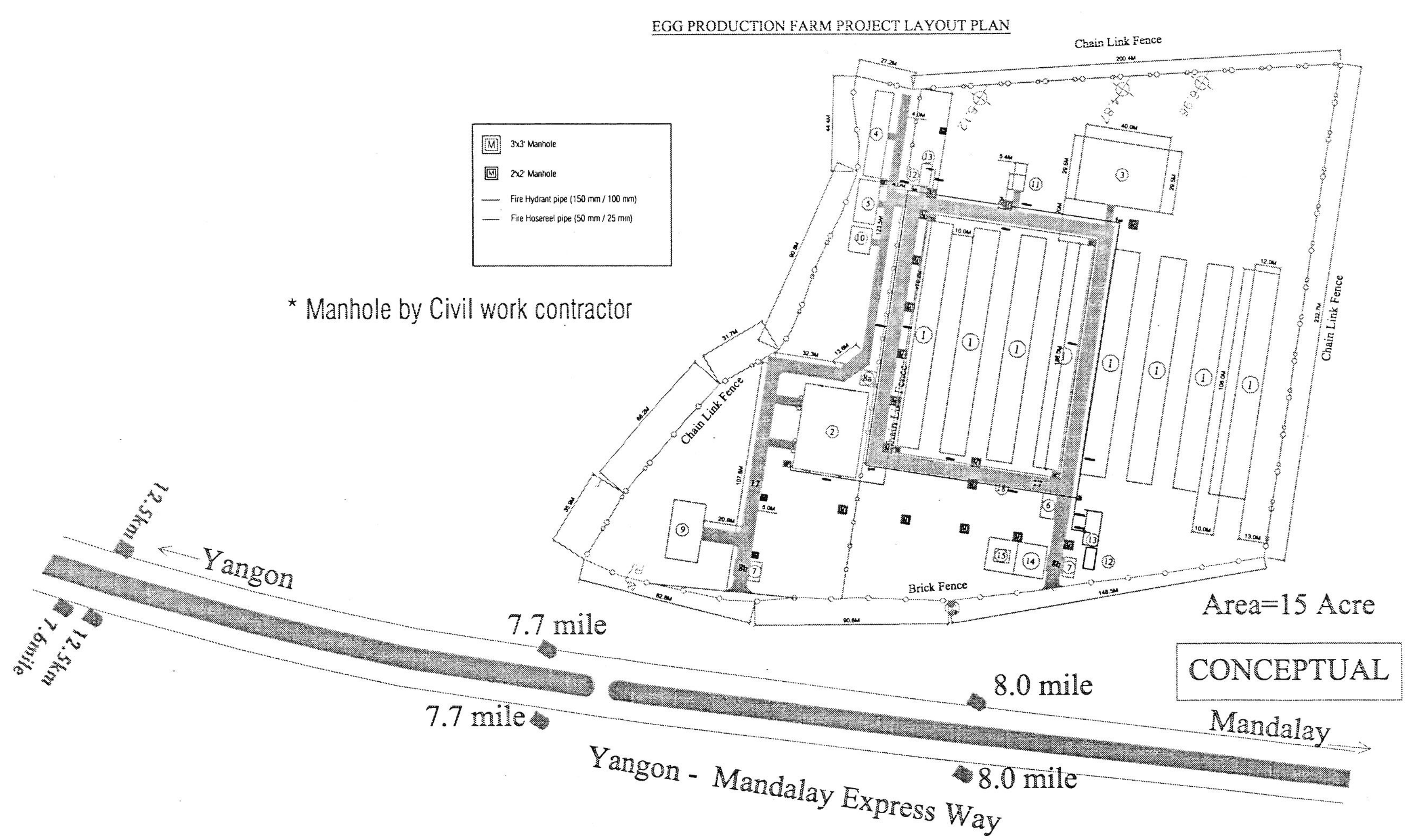
Layout Diagram of Wastewater Treatment Plant



Legend

1. Poultry Building (106mx12mx4.5m)
2. GP Factory (40mx30mx3m)
3. Compost Building (40mx29.5mx4m)
4. Dormitory Building (40mx8.5mx3.5m)
5. Canteen (21.6mx7.3mx3.5m)
6. Resting Room(11.4m x 6.6mx3.5m)
7. Adminstrative Building& Security (9mx5.4mx3.5m)
8a. Shower Room (7.2m x 7.2mx3.5m) 1 Nos
8b. Shower Shed (7.31m x 6.70mx5.5m) 2 Nos
9. Parking Area (27.43m x 10.67m)
10. Maintenance House(12m x 10mx3.5m)
11. Farm Warehouse(7.2m x 5.4mx3.5m)
12. Tube Well - 2Nos
13. Main Water Tank (10m x 5m)-2 Nos
14. Transformer
15. Generator House (12.5mx7mx5m)
16a. Brick Fence - 322 m
16b. Chain Link Fence - 972m
17. Concrete Road
18. Brick Drain
19. Ground Tank (12000 Gal) - 2Nos
20. Water Trestle (4000 Gal) - 2Nos

ဦးညွန့်တင်၏ မြေလွတ်မြေရိုင်း မွေးမြူရေးဆက်စပ်လုပ်ငန်းများလုပ်ကိုင်ရန်အတွက် နှစ်(၃၀)
လုပ်ပိုင်ခွင့်လျှောက်ထားရန် တည်နေရာပြ မြေပုံ



FOR CONSTRUCTION

Owner/Applicant	U NYUNT TIN
Project	EGG PRODUCTION PROJECT
Block No.	
Lot No.	
Subject	FIRE FIGHTING SYSTEM LAYOUT PLAN
Scale	NTS
Sheet no.	
Date	28.06.2019
Drawing No.	NKSPM-19011-EGG-FP-01
Revision no.	Rev-00

MEP

NKS PROJECT MANAGEMENT

Room.(302), Building-C1,Major Bahtoo Housing
Major Bahtoo Road, Ward(48),
North Dagon Township,Yangon.

DRAW BY	DELI ZAN
DESIGN BY	TUN TUN LWIN
APPROVE BY	ZAW MOE AUNG

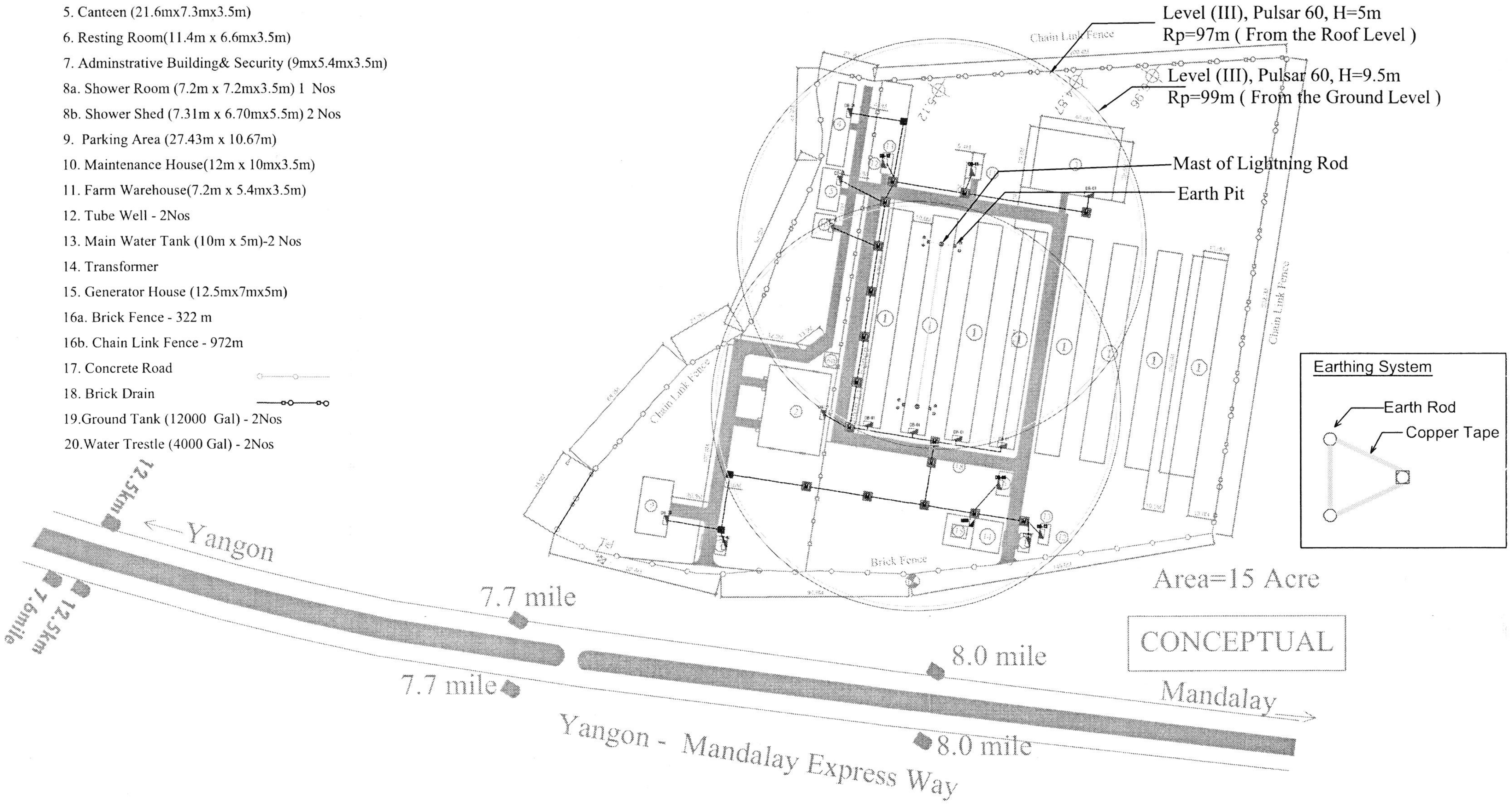
REVISION	DESCRIPTION	DATE
00	ISSUE FOR CONSTRUCTION	28.06.2019

ဦးညွန့်တင်၏ မြေလွတ်မြေရိုင်း မွေးမြူရေးဆက်စပ်လုပ်ငန်းများလုပ်ကိုင်ရန်အတွက် နှစ်(၃၀)
လုပ်ပိုင်ခွင့်လျှောက်ထားရန် တည်နေရာပြ မြေပုံ

EGG PRODUCTION FARM PROJECT LAYOUT PLAN

Legend
1. Poultry Building (106mx12mx4.5m)
2. GP Factory (40mx30mx3m)
3. Compost Building (40mx29.5mx4m)
4. Dormitory Building (40mx8.5mx3.5m)
5. Canteen (21.6mx7.3mx3.5m)
6. Resting Room(11.4m x 6.6mx3.5m)
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16b. Chain Link Fence - 972m
17. Concrete Road
18. Brick Drain
19.Ground Tank (12000 Gal) - 2Nos
20.Water Trestle (4000 Gal) - 2Nos

M 3'x3' Manhole
M 2'x2' Manhole



ESE Lightning Protection System Layout Plan

DATE	DESCRIPTIONS	SIGN
27.6.2019	LA System Revise	UAMT

LA Layout

TECHHUB Engineering Co., Ltd

No. (46/48)B , 9th Floor Shan Gone Street, Myae Ni Gone ,
Sanchaung Township, Yangon, Myanmar.
Ph/Fax: 95-1 2305705, 95-973194686, 95-973188889
Email : techhub.mm@gmail.com,info@techhubengineering.com
www. techhubengineering.com

PROJECT TITLE :
" EGG PRODUCTION FARM "
OPTION - II Revise

Date	27.6.2019
Drawn By	AMM
Checked By	UMML
Approved By	UMML

ISE-OVO COMPANY LIMITED

ISE - OVO

ISE-OVO COMPANY LIMITED

UNDERTAKING TO PAY TAX

"ISE-OVO COMPANY LIMITED" Layer Breeder Farm and Sales of Chicken and Egg and proposes submitted works, done under Myanmar Investment Law, admits that Income tax of the appointed staff, whose one year salary exceeds Kyats 4,800,000/- shall be deducted from staff's salary under fixed rate and will be paid to the State.

Yours Sincerely

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com

ISE - OVO

ISE-OVO COMPANY LIMITED

ISE-OVO COMPANY LIMITED

To

The Chairman,
Myanmar Investment Commission.

Date : 15. August, 2019.

Subject: **Undertaking to Corporate Social Responsibility.**

We, **"ISE-OVO COMPANY LIMITED"** will be incorporated under the Myanmar Investment Law in accordance with the Myanmar Companies Law 2017. We would like to apply MIC permit for **"ISE-OVO COMPANY LIMITED"** which will Layer Breeder Farm and Sales of Chicken and Egg, at Yangon Region, for that case we have to provide 2% of Net Profit for CSR (Corporate Social Responsibility). In which we have a plan to provide the following activities and expenditure ratio.

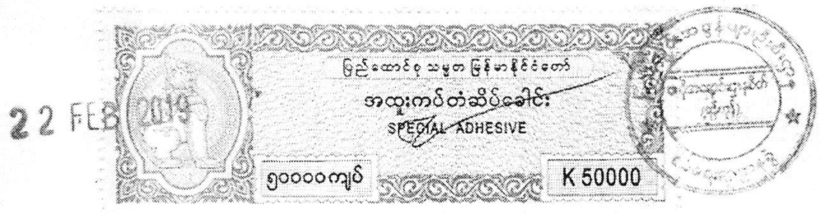
- to Develop for Education Sector 20%
- to Develop for Health Sector 20%
- to Develop for Social Development 20%
- to Develop for protection of Environment 20%
- to Develop for Regional Development 20%

Thanking You,

Yours Sincerely

NYUNT TIN
MANAGING DIRECTOR
ISE-OVO COMPANY LIMITED

No.26(A), Aung Min Khaung Pagoda Road.Than Lwin Street, Kamaryut Township, Yangon, Myanmar.
Tel :(95-1) 511098, 514262 Email : iseovoygn@gmail.com



JOINT VENTURE AGREEMENT

This Joint Venture Agreement (hereinafter referred to as this "**JV Agreement**") is made on 23 day of February 2019 by and between:

ISE ASIA, Inc., a company duly incorporated under the laws of Japan having its principal office at 2-10-1 Tokyo Kotsukaikan 8F,Yurakucho, Chiyoda-ku, TOKYO 100-0006, JAPAN, hereinafter referred to as "**ISE.**"

AND

OVO COMPANY LIMITED., a company duly incorporated under the laws of the Republic of the Union of Myanmar, with its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon, Myanmar, hereinafter referred to as "**OVO.**"

ISE and OVO are collectively referred as "**Parties,**" or individually as a "**Party.**"

RECITALS

WHEREAS, ISE would like to expand its business of farm management and egg production and related businesses in Myanmar, and OVO is a Myanmar company having an interest in collaborating with ISE in relation to ISE's business in Myanmar.

WHEREAS, ISE has technology know-how of layer farm management, grading and packaging plant operations, and other related production, including, but not limited to, processing egg products.

WHEREAS, the Parties wish to form a Joint Venture Company (the "**JV Company**") which will be incorporated in Myanmar under the Myanmar Companies Law (as amended or restated) and Myanmar Investment Law, to operate the Business (as defined hereunder).

WHEREAS, the Parties desire to enter into this JV Agreement to regulate their rights and obligations in subscribing to shares in JV Company, and subsequently, their rights and obligations as shareholders in the JV Company.

THEREFORE, the parties agree to enter into this JV Agreement with details as follows;

1 DEFINITION AND INTERPRETATION

1.1 DEFINITION

The following expressions and derivatives thereof, appearing in upper case letters in this JV Agreement, shall have the meaning hereby assigned to them unless otherwise specified, it being understood that such expressions appearing in lower case letters shall have their common meaning as context required. The same principle shall apply to expressions defined elsewhere in the Agreement.

"**Affiliate**" means an entity which is directly or indirectly controlled by such Party, or any entity that directly or indirectly controls such Party, or an entity which is directly or indirectly controlled by the same entity that directly or indirectly controls such Party. For the purpose of

this definition, "control" means the possession of the power, either by shareholding or management control, with at least fifty (50) per cent of the voting rights.

"Applicable Law" means the laws and ancillary regulations of Myanmar, and the directives and mandatory policies of any Authorities which have the force of law, including any mandatory approvals of the Authorities which may from time to time be required in relation to the corporate transactions under Myanmar Investment Law.

"Authority" means the relevant government and regulatory agencies, ministries, committees, institutions, individuals or other bodies, local, provincial or national, in Myanmar whose consent, approval, permission, or authorization is required for the establishment or carrying on of any of the Business, and "Authority" shall be construed accordingly.

"Board" and **"Board of Directors"** means the JV Company's board of directors from time to time to be appointed in accordance with the provision of Clause 7.

"Brand License Agreement" means a brand license agreement to be entered between ISE, as a licensor, and JV Company, as a licensee for a particular brand(s) as agreed by the relevant parties.

"Business" shall be as defined in Clause 3.

"Business Day" means a day which is not a Saturday or Sunday or a bank holiday or public holiday in Japan or Myanmar.

"Capital Contributions" means the injection of funds, in cash or in kind, into the JV Company in the agreed proportions in the manner set out in Clause 4.

"Constitution" means the constitution of the JV Company, as the same may from time to time be amended, or the constitution as required under the Applicable Laws that is adopted or filed in connection with the creation, formation, or organization of the JV Company.

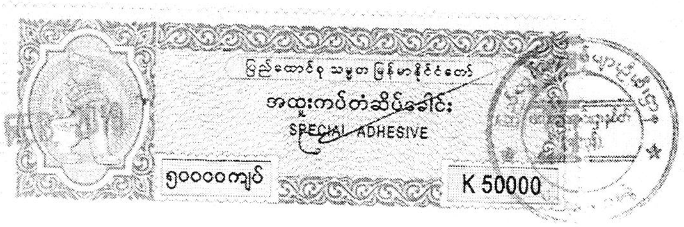
"Corruption Prevention Laws" means the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and theanti-corruption Laws presently in force in Japan, Myanmar(including the Anti-Corruption Law and the Penal Code), and any other jurisdiction applicable to a Party.

"Director" or **"Directors"** means a member of the Board of Directors, including his/her alternate director appointed according to Applicable Law.

"Electronic Means" means the manner in which a document or information is sent or delivered or entirely transmitted, conveyed and received by wire, radio, optical, or other electromagnetic means.

"Event of Default" shall be as defined in Clause 10.

"Fair Value" means the fair market value of the Shares sold pursuant to Put Options and Call Options exercisable under this JV Agreement which shall be determined by an international independent accounting firm jointly appointed by the Shareholders within thirty (30) Business Days of the date of receipt of notice for Put Option or Call Option.



"**Force Majeure**" shall be as defined in Clause 23.

"**Initial Royalty**" shall mean the fixed amount of 30 million yen (JPY) payable by OVO in consideration of the disclosure of the Technologies by ISE in terms of provision of technology training in relation to production of egg, to the employees of JV Company who will be sent to ISE workplace in Japan from time to time before or during the term of this JV Agreement including without limitation to the provision of accommodation, meals in Japan for the employees of JV Company sent to ISE workplace and; Visa arrangement , Transportation fees from the acoomodation to the workplace , Health Insurance , Worker's Compensation Insurance during their stay in Japan.

"**ISE Directors**" means the directors appointed by the JV Company upon a nomination of ISE.

"**ISE Brand**" means the brand(s) licensed under Brand License Agreement.

"**ISE Model**"" means an ISE's operation system, of which related manual has been made and prepared for JV company.

"**JV Brand**" means a brand named "ISE OVO" or any other brand, in any design or format established by the JV Company, in order to use for the JV Product which will not be marked up ISE Brand.

"**JV Company**" means ISE-OVO Company Limited or any other name available at DICA of which company will be incorporated under the laws of Myanmar in accordance with this JV Agreement.

"**JV Product**" means products produced from operation of the Business and/or provision of services of the JV Company.

"**Land Lease Agreement**" means a land lease agreement to be entered by JV Company, with U Nyunt Tin, for the lease of land(s) to be utilized for operation of the Business of JV Company.

"**Ordinary Share**" means an ordinary voting share in the capital of the JV Company with a par value of USD100/-.

"**OVO Directors**" mean the directors appointed by the JV Company upon a nomination of OVO.

"**Related Party**" means:

(a) in relation to an individual:

- his immediate family (defined as the person's spouse, child (including adopted and step child), sibling, and parent); and

(b) in relation to a company:

- its Holding Company and Subsidiary; and

- any Subsidiary of its Holding Company.

"**Reserved Matters**" means the matters listed in Clause 6.5 as requiring the approval of Shareholders holding at least seventy-five per cent (75%) of the Total Issue.

"**Sale Shares**" means the Shares sold by one Shareholder to the other Shareholder pursuant to Clause 10.

"**Shareholders**" means the shareholder(s) of JV Company, from time to time;

"**Special Resolution**" means a resolution by the Shareholders that shall be passed with the majority of votes of not less than three-fourth of the Shareholders entitled to vote as are present in person or by proxy or by its representative, in the case where the Shareholder is a company, and at a general meeting of which not less than twenty-one (21) days' notice specifying the intention to propose the resolution as a special resolution has been duly given.

"**Technologies**" means the technologies, knowledge, know-how, and experience which shall be for (1) an increase of hen house (equipment) as well as hen day, (2) an increase of life ratio of pullets and layers, (3) an improvement of feed costs, (4) an improvement of feed conversion, (5) an improvement of egg's weight, (6) management to ease stress, (7) disease control, and (8) management of firms and the further details which shall be specified in the Technologies License Agreement.

"**Technology License Agreement**" means a license agreement to be entered between ISE and JV Company, that ISE shall grant the right to use the Technologies to the JV Company with agreed consideration therefor.

"**Total Issue**" means the total number of fully paid Ordinary Shares in issue, from time to time.

1.2 **INTERPRETATION**

At any time and unless specified otherwise, the following expressions and contents under this JV Agreement shall be interpreted as set out below:

(a) References herein to clauses, sub-clauses, paragraphs, sub-paragraphs, and the schedules are to clauses, sub-clauses, paragraphs, and sub-paragraphs in and the schedules to this JV Agreement, unless the context requires otherwise, and the Recitals and the schedules shall be deemed to form part of this JV Agreement.

(b) References to any statute, statutory provision, or regulations shall include any statute, statutory provision, or regulation which amends or replaces or has amended or replaced it, and shall include any subordinate legislation or regulation made under the relevant statute, provision, or regulation.

(c) Including, included, include, such as and the like shall be deemed to be completed by the expression of "but not limited to."

(d) Require, request, submit, notify, instruct, agree, and the like shall be deemed to be completed by the expression of "in writing."

(e) Days shall mean consecutive calendar days in relation to the Gregorian calendar.

(f) Where the context so requires, words indicating the singular also include the plural, and vice-versa, and words indicating one gender include all genders.

(g) Headings are inserted solely for convenience, and shall not be taken into consideration for interpretation of the Agreement.

2 INCORPORATION

2.1 The JV Company shall be incorporated under the Applicable Law, and this JV Agreement, under the name of "ISE-OVO Company Limited" or any other name subject to availability at DICA and having its registered address at No.26/A Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon, Myanmar.

2.2 The Parties shall cooperate to prepare the necessary application for Approval required under the Applicable Law in pursuit of operating the Business.

2.3 The Parties shall incorporate the JV Company in accordance with the Applicable Law.

3 BUSINESS

3.1 Unless otherwise agreed by the Parties, and subject to the approval of the Authority, the Business shall be:

(a) egg production and its related business activities, including the establishment of the layer farm;

(b) the marketing, sales, and distribution of eggs and their related products; and

(c) any other business, including the expansion of the existing business, as may be decided by the Board of Directors of the JV Company from time to time.

3.2 The business plan of the Business that has been agreed between the Parties is attached in the appendix hereto.

4. CAPITAL CONTRIBUTION, SHARE HOLDING PROPORTION, AND INVESTMENT SCHEDULE

4.1 The JV Company shall be incorporated with a share capital of United States Dollars five million (USD 5,000,000), divided into 50,000 Ordinary Shares.

4.2 The shares capital of United States Dollars Five million (USD 5,000,000) shall be fully contributed in cash only by all Shareholders, based on each shareholding proportion specified in Clause 4.3 below. The said share capital shall be contributed in the manner as may be

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required frome time to time, for establishment and/or operation of the Business after [five (5)] Business Days following the satisfaction or waiver of the following conditions or such other date as the Parties may agree in writing (the "**Closing Date**") provided however that the share capital contribution of United States Dollars Five million (USD 5,000,000) shall be fully paid up by the Parties according to their share proportion no later than 2 years from the date of this Agreement:

(a) all approvals of the Authorities (including, without limitation, any approvals to be obtained on or before the formation of JV Company, more specifically (i) the MIC Permit, (ii) the temporary form of permit and the temporary certificate of incorporation, if applicable, as required under the Applicable Laws to be obtained on or before the Closing Date have been obtained;

(b) all representations and warranties by the Parties under Clause 16.1 are true, correct, and not misleading in all material respects on the date hereof and on the Closing Date; and

(c) all covenants hereunder of the Parties, to be performed in all material respects on or before the Closing Date have been duly performed.

The JV Company may only issue fully paid Ordinary Shares. Notwithstanding anything to the contrary contained in this JV Agreement, in no event shall subscription, allotment, or acceptance of each new share become effective unless the allotment amount, including the Capital Contribution in cash for such share is fully paid.

4.3 Unless otherwise mutually agreed in writing by the Parties, the Capital Contribution to be made by the Parties and the Total Issue to be held by the Parties shall be as follows:

Party	Capital Contribution in cash (in USD)	Total Issue	Shareholding proportion
OVO	2,750,000	27,500	55%
ISE	2,250,000	22,500	45%
Total	5,000,000	50,000	100%

4.4 In situations where the Parties, as Shareholders, consider necessary or appropriate, the Parties from time to time may agree to increase or decrease the share capital, as specified in Clause 4.1. The resolution of the Parties under this Clause shall be in accordance with the Applicable Laws of Myanmar.

5. FUNDING BEYOND REGISTERED SHARE CAPITAL

5.1 Neither Shareholder shall have any obligation to provide funding to the JV Company for the

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operation of the Business beyond the share capital mentioned in Clause 4.3.

5.2 If any Shareholder deems necessary or advisable to provide funding to the JV Company for the operation of the Business beyond the said amount mentioned in Clause 4.3, both Parties shall discuss, in good faith, to seek additional financing either by way of equity investment and/or bank loan, or other financing from financial institutions, whether onshore or offshore, and/or use of retained profits of the JV Company.

6. GENERAL MEETING

6.1 A general meeting of Shareholders shall be held at least once in every fifteen (15) months. Such general meetings are called "Annual General Meetings" ("**AGM**"), and all other general meetings are called "Special General Meetings" ("**SGM**"). Subject to the foregoing, any Director may summon an SGM whenever he/she thinks fit.

6.2 Each Shareholder shall appoint at least one person to act as its representatives at any general meeting of Shareholders.

6.3 The quorum at any meeting of Shareholders shall require the presence, in person or proxy, of holders of not less than seventy-five per cent (75%) of the Total Issue at the time of such meeting. If within two (2) hours from the time appointed for the meeting of the Shareholders a quorum is not present, the meeting shall stand adjourned, and shall be rescheduled for the same time on the 7th day after such meeting, or such other time as the Parties may agree in writing. A quorum must exist at all times during any general meeting, including the reconvening of a meeting adjourned, for any action taken at such meeting to be valid.

6.4 Except as provided under Applicable Law and subject to Clause 6.5, all resolutions of the Shareholders shall be adopted if approved by a simple majority of the votes of the Shareholders entitled to vote present, in person or by proxy, at a general meeting of the Shareholders. In the event of voting by poll upon any shareholder making demand thatof, the Parties agree that all shares held by each Party shall have the voting right of one vote per share.

6.5 The Shareholders agree that, other than as contemplated under this JV Agreement, no action shall be taken by the JV Company or the Board in respect of the Reserved Matters set out below, unless required by Applicable Law, without the prior approval of Shareholders holding at least seventy-five per cent (75%) of the Total Issue, present and voting at an AGM or SGM:

(a) Amendment to the Constitution to the extent that the Applicable Law requires approval of Shareholders holding at least seventy-five per cent (75%) of the Total Issue for such amendment and provided that such amendment is not inconsistent with the terms of this JV Agreement;

(b) Change to the rights of the Shares, issuance of any new Shares, or creation of any new class of Shares;

(c) Capitalization of profits or reserves;

(d) Change to total number of Directors:

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(e) Setting or changing any Director's compensation;

(f) Dissolution, liquidation, or reconstruction of the JV Company, including reorganization of the JV Company by consolidation, merger, or division, or transfer of business;

(g) Entering into any Related Party transaction with an annual aggregate value in excess of USD300,000 , except for the agreements to be entered under this JV Agreement;

(h) Declaration and payment of dividends;

(i) Creation of subsidiaries, joint ventures, or partnerships;

(j) Entering into material contracts with an annual aggregate value in excess of USD300,000;

(k) Obtaining a loan with an annual aggregate value in excess of USD300,000;

(l) Provision of loans to third parties outside the ordinary or normal course of business in excess of USD300,000;

(m) Giving the guarantees or creating any security of the JV Company's assets with an annual aggregate value in excess of USD300,000;

(n) Settlement of litigation or proceedings that would require a write-off in excess of USD300,000;

(o) Disposal of assets exceeding book value in the last JV Company's audited account of USD300,000;

(p) Conclusion of any contract with an aggregate value in excess of USD300,000;

(q) Initial public offering of the Shares;

(r) Any action or filing or application for insolvency or reorganization of the JV Company at the Court;

(s) Appointment or dismissal of a director;

(t) Transaction involving conflict of interest;

(u) Tie-up with a third party whose business is similar to the one of the joint venture;

(v) Decision on capital expenditures with an annual aggregate value in excess of USD300,000; and

6.6 Subject to the Applicable Laws, the Shareholders may attend all Shareholder's meetings physically, by video conference, telephone, any other technology which permits each Shareholder to communicate with all other participants, or any combination of these technologies, or by proxy or other means permissible by Law. A resolution in writing signed

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by all the Shareholders (and, if necessary, delivered by facsimile or other Electronic Means recognized as being legally binding) shall be as effective for all purposes as a resolution duly passed at a duly convened and held meeting of the Shareholders.

6.7 Notice of summoning to a general meeting shall be sent to each Shareholder via a registered mail or Electronic Means at least twenty one (21) days before the date of such general meeting; provided that if any matter to be resolved by a Special Resolution at a general meeting is proposed, the notice shall be sent at least twenty one (21) days before the date of such general meeting; provided further, however, that such notice periods may be shortened or may be waived by a written waiver or actual attendance by all Shareholders at the relevant general meeting. The notice shall specify the place (which may be within or outside Myanmar), the day and hour of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this), the nature of the business to be transacted thereat, and other items as required by the Applicable Laws. Unless any general meetings are convened in accordance with this Clause 6.7, and any resolutions by the general meetings have been made in accordance with other provisions under this Section 6.7, such resolutions shall be null and void.

6.8 The language used for all general meetings shall be English. All minutes and other documents to be presented at general meetings shall be prepared in English. In the event any translation of any minutes or other documents is prepared for filing or any other purpose, and there is any inconsistency between the English original version and any translation, the original English version shall prevail.

7. BOARD OF DIRECTORS

7.1 The Board of the JV Company shall consist of five (5) directors under the following nomination:

(a) three (3) directors (OVO Directors) including the Chairman shall be appointed upon a nomination of OVO.

(b) two (2) directors (ISE Directors) shall be appointed upon a nomination of ISE; and

Further, one (1) managing director of the JV Company shall be appointed from the OVO Directors. Subject to the approval of the Board of the JV Company which requires at least one affirmative vote of ISE Directors, the managing director shall be delegated the authority to manage all day-to-day, business as usual operations of the JV Company.

7.2 The authorized signatory of the JV Company shall be two (2) Directors jointly signing their names, where at least one Director must be from the ISE Directors, and the other one must be from the OVO Directors, with a company seal (if any).

7.3 The Board shall meet (physically or by means of video conference, telephone, any other technology, or any combination of these technologies) as often as required. A resolution in writing signed by all the Directors (and, if necessary, delivered by facsimile or other Electronic Means recognized as being legally binding) shall be as effective for all purposes as a resolution duly passed at a duly convened and held meeting of the Board. Any such resolution may consist of several documents, each signed and authenticated by such Directors

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pursuant to Clause 7.2.

7.4 Subject to Clause 7.6, a quorum at any meeting of the Board shall require a majority of the total number of Directors present at the meeting, provided, however, that attendance of at least one (1) director from among the ISE Directors, and one (1) director from among the OVO Directors shall be required to fulfill the quorum. A quorum must exist at all times during any Board meeting, including the reconvening of a meeting adjourned, for any action taken at such meeting to be valid.

7.5 Not less than fourteen (14) days' notice in writing for such meeting, specifying in reasonable detail the business(es) to be transacted thereat, shall be given to all the Directors (together with all papers and documents to be circulated or presented to the same, where practicable), provided that such notice period may be waived or shortened with the written consent of all the Directors. Unless any Board meetings are convened in accordance with this Clause 7.5 and any resolutions by the Board have been made in accordance with other provisions under JV Agreement, such resolutions shall be null and void.

7.6 If within thirty (30) minutes from the time appointed for the Board meeting, a quorum is not present, the meeting shall stand adjourned until the same time on the 7th day after the meeting. If there no quorum shall fulfill in next adjournment, Parties agree that any directors attending that meeting shall be deemed fulfilling the quorum and any resolution passed at that meeting shall be valid as a resolution duly passed at a duly convened and held meeting of the Board.

7.7 The Board shall have such powers and duties as may from time to time be prescribed by this JV Agreement, by the Constitution, by law, or otherwise as the Shareholders may agree in writing.

7.8 All decisions of the Board shall be adopted by a simple majority of the Directors (physically or through other means such as teleconference or videoconference) at the meeting, and who are eligible to vote on such matter, unless a written resolution is passed under Clause 7.3, with each Director present having one equal vote.

7.9 The Chairman of the Board shall be appointed upon a nomination of OVO, and the Chairman of the Board shall have no casting vote.

7.10 A resolution in writing signed by all the Directors (and, if necessary, delivered by facsimile or other Electronic Means recognized as being legally binding) shall be as effective for all purposes as a resolution duly passed at a duly convened and held meeting of the Directors.

7.11 The language used for all meetings of the Board shall be English. All minutes and other documents to be presented to the Board shall be prepared in English. In the event any translation of any minutes or other documents is prepared for filing, or any other purpose, and there is any inconsistency between the English original version and any translation, the original English version shall prevail.

7.12 Board may establish the Executive Committee to which each Party may nominate the following persons and appointment of such persons shall be made by board resolution.

(a) OVO may nominate Chief Executive Officer (CEO) and Chief Financial Officer (CFO)

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(b) ISE may nominate Chief Production Officer.

7.13 Board may set the delegation of authority for the officer and any other regulations (including their salaries) that Executive Committee may comply.

8. ACCOUNTS AND AUDITORS

8.1 The fiscal year of the JV Company, unless otherwise determined by AGM or SGM, shall commence on 1st April of each calendar year, and end on 31st March of the following year.

8.2 The JV Company's books and accounts shall be maintained in the English language, according to the Myanmar accountancy law and generally accepted accounting principles.

8.3 Directors shall, at their discretion, to appoint the auditor with the agreed remuneration for the first financial year to serve as the JV Company's auditor under the Myanmar Companies Law and the appointment of auditor for subsequent year shall be subject to approval at the annual Shareholder's meeting.

8.4 The Parties shall cause the JV Company to submit the following documents to each Party:

(a) Quarterly financial statements within twenty-five (25) days from the end of each quarter;

(b) Cash flow, sales data, and other important management information within thirty (30) days from the end of each month; and

(c) Audit report within ninety (90) days from the end of fiscal year.

8.5 Both Parties may, at any time, inspect the quality and quantity of the products, or cause the JV Company to report to both parties.

9. TRANSFER OF SHARES

9.1 No Party shall be entitled to transfer the shares of the JV Company to any other person without a prior written consent from the other Party, unless stated otherwise under this JV Agreement.

9.2 In the event where a Party intends to transfer its shares, such Party (the "**Notifying Party**") shall notify the other Party (the "**Notified Party**") with respect to the details of the proposed transfer of shares. In this regard, the Notified Party shall have the following rights:

(a) to first acquire the shares from the Notifying Party at the same terms and conditions as those the Notifying Party receives from the third parties; or

(b) to tag along with the Notifying Party for transfer of Ordinary Shares (the "**Tag Along Right**"). The Notified Party can exercise their Tag Along Right only with respect to the shareholding (excluding classified shares) that is proportionate to the shareholding being transferred by the Notifying Party, and at the price at which the Notifying Party is transferring its shares to the third party transferee. Such transfer shall be made at the same price per share, and other material terms, as those applicable to the transfer

from the Notifying Party to the third party transferee.

In situations where the Notified Party does not exercise any of its rights above, or does not give consent to the proposed transfer of shares within thirty (30) days from the date of notification, this shall be deemed that a consent shall have been granted to the Notifying Party.

9.3 In the event of the consent to the transfer or the deemed consent as provided in Clause 9.2 above, the Notifying Party shall ensure that the buyer of shares from the Notifying Party shall have access in writing, and assume all rights and obligations under this JV Agreement in place of the Notifying Party in all respects. The Notifying Party shall not be released from or deemed to be released from its obligations, which have arisen prior to the completion of the proposed transfer of shares.

9.4 Neither Party shall, without the prior written consent of the other Party:

(a) pledge, mortgage, charge, or otherwise encumber any Share or any interest in any shares in the JV Company;

(b) grant an option over any Shares or any interest in any Share in the JV Company;

(c) use any Share in the JV Company as security for loans or any financial obligations, unless such loan is to be secured for the sole benefit of the JV Company; or

(d) enter into any agreement or arrangement in respect of the votes attached to any share in the JV Company, save for an appointment of proxy in connection with a general meeting of the JV Company.

10. EVENT OF DEFAULT

10.1 A Shareholder shall be deemed to have committed an Event of Default where:

(a) the Shareholder commits a material breach of this JV Agreement and/or any of the Ancillary Agreements, and either (i) the breach is not capable of being remedied, or (ii) the Shareholder does not remedy that breach within sixty (60) Business Days of any other Shareholders sending it written notice requiring it to remedy that breach;

(b) the Shareholder is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(c) any corporate action, legal proceedings, or other procedures or steps are taken against the Shareholder (or any similar procedure or step is taken against the Shareholder in any jurisdiction) in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, or reorganization (by way of voluntary arrangement, scheme of arrangement, or otherwise);

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(ii) a composition, assignment, or arrangement with any creditor;

(iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, or other similar officer in respect of any of its assets; or

(iv) enforcement of any security over any of its assets:

(d) the Shareholder ceases to carry on its business, or substantially all of its business; or

(e) the Shareholder fails to pay for its share proportion in accordance with this JV Agreement.

10.2 If an Event of Default is committed by a Shareholder (the "**Defaulting Shareholder**"), the Defaulting Shareholder shall notify the other Shareholder (the "**Non-Defaulting Shareholder**") in writing as soon as reasonably practicable. The Non-Defaulting Shareholder may, by way of issuance of either a Call Option Notice or a Put Option Notice to the Defaulting Shareholder, exercise a Call Option or a Put Option within thirty (30) Business Days of receiving notification of the Event of Default from the Defaulting Shareholder or of its becoming aware of the Event of Default, whichever is earlier, as follows:

(a) in the case of election of the Call Option, and issuance of the Call Option Notice, require the Defaulting Shareholder to sell all of its Shares to the Non-Defaulting Shareholder at a price which shall be equal to eighty per cent (80%) of the Fair Value of the Sale Share; or

(b) in the case of election of the Put Option, and issuance of the Put Option Notice, require the Defaulting Shareholder to buy all of its Shares of the Non-Defaulting Shareholder at a price which shall be equal to one hundred and twenty per cent (120%) of the Fair Value of the Sale Share.

11. DEADLOCK

11.1 If the Shareholders are unable to achieve the required thresholds to approve any resolution on a Reserved Matter, or any other matter which under Applicable Law requires the votes of Shareholders holding no less than seventy-five (75%) of the Shares that are eligible to vote (a "**Deadlock Matter**"), the Shareholders shall refer the Deadlock Matter to their respective managerial person for resolution. In such case:

(a) Each managerial person shall discuss in good faith to resolve the Deadlock Matter. If any Shareholder wishes to sell its Shares pursuant to a Deadlock Matter, the managerial person may discuss, in good faith, the sale and purchase of the Shares at a mutually acceptable price or at Fair Value; and

(b) Subject to mutual agreement between each managerial person, an independent third person may be involved in to act as mediator, to assist them to resolve the Deadlock Matter. For the avoidance of doubt, such third person shall only provide assistance to facilitate the discussion between each managerial person and shall have no right to provide binding resolution over the Deadlock Matter.

11.2 If the Deadlock Matter cannot be resolved by the managerial persons (with or without the mediation of an independent third person) within sixty (60) Business Days of the matter being referred to them, the JV Company shall be liquidated in accordance with Applicable Law.

12. CONSEQUENCES OF TRANSFER OF SHARES

12.1 If a Shareholder ceases to be a Shareholder, it shall immediately upon transfer of its Shares procure the resignation of all its appointees to the Board. If the continuing Shareholder requests, it shall do all such things and sign all such documents as may otherwise be necessary to procure the resignation or dismissal of such persons from such appointments in a timely manner.

12.2 Those resignations shall take effect without any liabilities on the Company for compensation for loss of office or otherwise.

13. CONFIDENTIALITY

13.1 Subject to the provisions of Clauses 13.2 and 13.3, this JV Agreement, and any data, plans, proposals, or other information related to the JV Company provided to the Parties or any of its Affiliates, shall be treated as confidential information and held in confidence, and shall be used only with regard to the business or operation of the JV Company.

13.2 The confidentiality under this Clause 13.1 shall not apply to information to be provided to advisors, lenders, or other consultants on a confidential basis provided that each such advisor, lender, or other consultant has covenanted in writing to keep all such information confidential prior to the disclosure of the confidential information.

13.3 The obligation of confidentiality shall not apply to any disclosure of confidential information that is (i) already in public domain, or (ii) in the possession of the receiving person prior to the execution of this JV Agreement, or (iii) required by law, regulation, legal procedure, or order of any court or competent authorities having the jurisdiction, or (iv) other cases with a written consent from the other Parties.

13.4 The obligation under this Clause shall survive the termination of this JV Agreement, and be enforced for an additional five (5) years after the termination of this JV Agreement, unless otherwise mutually agreed in writing by the Parties.

14. NON-COMPETITION AND SOLICITATION

14.1 During the terms of this JV Agreement and up to the period of three (3) years after the termination hereof, OVO shall not, and shall cause its directors not to, directly or indirectly, anywhere in Myanmar perform or carry out or operate the same or similar businesses as the Business of the JV Agreement without a prior written consent from ISE. For the avoidance of doubt, this Clause shall not be applicable where ISE is ceased to be a shareholder of JV Company for any reason or decided not to expand the Business of JV Company.

14.2 Notwithstanding mentioned in Clause 14.1, during the terms of this JV Agreement, if either Party wishes to expand its egg business at a location in Myanmar different from the area then-covered by the JV Company, a Party desiring to expand the egg business shall give a written notice to other to that effect. Unless, after negotiation in good-faith, Parties reaches an

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agreement on the collaboration regarding the business expansion at such area within ninety (90) days, a Party desiring to expand the egg business is entitled to be freely engaged in its egg business in such area on its own or with other partner(s). In this event, Clause 14.1 and 14.3 shall not be applicable.

14.3 During the terms of this JV Agreement and up to the period of three (3) years after the termination hereof, neither Party shall not, and shall cause its directors not to, directly or indirectly, recruit an employee of the other party (which naturally includes its Affiliates) or an employee of JV Company (which naturally includes its Affiliates and Related Party) (including persons who are substantially involved with the business prescribed herein under whatever form of contract, including employment contracts and business trust agreements).

15. TERMS & TERMINATION

15.1 This JV Agreement shall commence upon the effective date hereof, and subject to the provisions hereto shall hereafter continue in full force and effect until termination in accordance with the provisions contained herein.

15.2 Subject to the other provisions under this Clause 15, this JV Agreement shall be terminated upon a completion of the liquidation of the JV Company, unless otherwise mutually agreed and consented in writing by all Parties.

15.3 Any Party may terminate this JV Agreement at any time by giving at least sixty (60) days' written notice in advance, in situations where the JV Company fails to obtain the appropriate licenses in order to operate the business in Myanmar within (3) years from the date of MIC permit.

15.4 Either Party may immediately terminate this JV Agreement at any time, by furnishing a termination letter, in writing, upon a breach of this JV Agreement by the other Party, provided that the breaching Party receives a written notice specifying such breach from the other Party, and such breach is not remedied or cannot be remedied within sixty (60) days after receiving such written notice.

15.5 Either Party may terminate this JV Agreement upon one of the Events of Default as specified in this JV Agreement, by furnishing a termination letter to the Defaulting Party. The termination under this Clause shall have an immediate effect on the date on which the defaulting Party receives or is deemed to receive the termination letter.

16. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

16.1 Each Party represents and warrants to the other Party as of the date hereof and as of the Closing Date that:-

(a) it has the requisite power and authority to enter into and perform this JV Agreement;

(b) the Agreement constitutes its binding obligations in accordance with its terms;

(c) the execution of, and the performance by it of its obligations under, this JV Agreement

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will not:

(i) violate, conflict with, or result in a material breach of or constitute default under the terms, provisions, or conditions of its constitutional documents: or

(ii) result in a material breach of any Applicable Law, order, judgment, or decree of any court to which it is a party or by which it is bound;

(d) it is properly and legally established according to the laws of its jurisdiction of incorporation;

(e) it is not in breach of any Corruption Prevention Laws in any manner; and

(f) apart from (e) above, it is not in breach of any material obligation under the Applicable Law.

16.2 The representative of ISE signing this JV Agreement is an authorized person of ISE, and such person is fully eligible to act on behalf of ISE in connection with this JV Agreement.

16.3 The representative of OVO signing this JV Agreement is an authorized person of OVO, and such person is fully eligible to act on behalf of OVO in connection with this JV Agreement.

16.4 Each Party shall perform its obligations, and exercise the rights under this JV Agreement, in compliance with any applicable laws and regulations.

16.5 The Parties shall ensure and procure that the JV Company conducts its Business in accordance with all applicable laws and regulations, including, but not limited to, any requirements or conditions set forth in regulatory approvals, permits, or licenses.

17. OTHER COVENANTS AND RIGHTS AND RESPONSIBILITIES

17.1 As soon as practicable after the incorporation of the JV Company, the Parties shall cause the JV Company to enter into the following agreements:

(a) Brand License Agreement with ISE;

(b) Technologies License Agreement with ISE;

(c) Land Lease Agreement

[(correctively, the "**Ancillary Agreements**")]

17.2 ISE further agrees that ISE shall provide the necessary vaccines in relation to the egg production, and provide the necessary training to the employees of JV Company for the purpose of operating the Business, without charging any additional fees except under the Brand License Agreement or Technologies License Agreement. For the purpose of the foregoing, ISE shall bear all expenses (except the airfare for the employees sending to ISE farm) incurred in connection with the training of its employees. ISE shall, at its cost and expense, purchase and procure the overseas travel insurance for the disease and injury of joint venture' employees during their stays in the ISE's farm. If the JV Company receives

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technical guidance from the instructor dispatched by ISE to the JV, the ISE shall bear all travel expenses, round-trip airfares (economy class), and lodging expenses for the instructor and attendants, as well as the actual expenses of equipment and tools necessary for the guidance.

17.3 The Parties shall, and shall cause the JV Company to, be in compliance with any Corruption Prevention Law at all times.

17.4 JV Company's Rights And Duties

(a) The JV Company shall have the rights to market and sell the JV Product under the "ISE Brand" and/or ISE Other Brand pursuant to the Brand License Agreement without restrictions or limitations, unless otherwise restricted by the governmental authority. These rights shall not negate the rights of each Party to market and sell the products in its own brand.

(b) The JV Company shall also have the rights to merchandise and to market the products under the ISE Brand, subject to a Brand License Agreement.

(c) The JV Company shall be entitled to open an account in any schedule bank in Myanmar, in the name of the JV Company, on such terms and conditions as will be mutually agreed upon and to obtain long term or short term loans from Foreign and Myanmar Financial Institutions / Banks on terms and conditions to be mutually agreed upon, and to provide security/guarantee securing the loan facility favouring the lender Bank.

(d) The JV Company shall, at its own expense, construct an environment in which ISE may monitor the production of eggs from Japan, including the installation of CCTV cameras at reasonable places as ISE may choose.

(e) JV Company shall reimburse travel cost incurred by OVO in relation to sending the candidates for training and such reimbursement shall be made within (30) days from the date of MIC permit.

17.5 ISE's Responsibilities

(a) ISE and/or through its Affiliate shall provide techniques and Technologies to the JV Company under a Technology Licensing Agreement.

(b) ISE shall grant the JV Company the right to use the ISE Brand under the Brand License Agreement.

(c) ISE and/or through its Affiliate shall be responsible for the implementation of farm operations and quality control processes in accordance with the industrial standards and ISE Model, and supporting sales and marketing of the JV Product regionally and nationally.

17.6 OVO's Responsibilities

(a) OVO and its Affiliate shall be responsible for supporting and assisting in the land

lease for the farm site, local management and operations, and sales and marketing of JV Products regionally and nationally.

(b) OVO shall source out all required documentation/formalities to register the JV Company, and shall ensure that the JV Company may procure and/or obtain approvals, permits, or licenses in order to operate the Business under the Applicable Laws.

(c) OVO shall pay to ISE the Initial Royalty in (2) instalments as follows:

(i) 50% of Initial Royalty (i.e., fifteen million Japanese yen (JPY 15,000,000)) shall be paid within (30) days upon contribution made by the Parties under Clause 4.2 of this JV Agreement; and

(ii) Remaining 50% of Initial Royalty (i.e., fifteen million Japanese yen (JPY 15,000,000). shall be payable after (3) months from the first payment of Initital Royalty

For the avoidance of doubt, non-performance of this Clause, after making contribution by the Parties under Clause 4.2 and unless this JV Agreement is terminated for any reason prior to the commencement of commercial operation of the Business, shall be considered as a material breach of this JV Agreement under Clause 10.1(a).

18. RELATIONSHIP BETWEEN THE PARTIES

18.1 The relationship between ISE and OVO shall be that of independent parties, and none of the provisions under this JV Agreement shall constitute a partnership, affiliation, association, or any other joint venture entities, except the JV Company.

18.2 Unless otherwise specified in this JV Agreement, each Party shall not hold itself out as an agent of other Parties or any Affiliates. In addition, neither Party shall have any authority to conclude any contracts on behalf of the other Parties, nor to enter into any legal binding commitment on behalf of other Parties.

19. ASSIGNMENT

Neither Party shall be entitled to assign, transfer, or novate either the whole or a part of their right and obligation under this JV Agreement to any other person, firm, company, party, or organization without the prior written Consent of all other Parties.

20. INDEMNIFICATION

The defaulting or breaching Party shall indemnify and hold harmless the non-defaulting Party and the JV Company against any and all liabilities, claims, losses, damages, costs, attorney's fees, and charges, or any similar matters in nature made against the non-defaulting Party and the JV Company.

21. INTELLECTUAL PROPERTY RIGHT

21.1 The Parties acknowledge that all confidential information of another Party is a valuable and

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unique asset and trade secret of such other Party, and they have no right, title, or interest in the confidential information (other than the right to use it as necessary to effect the purposes of this JV Agreement).

21.2 Any copies of documents or other media made by a Party, containing confidential information of another Party (to the extent copies are permitted), shall bear all copyright, trade mark, patent, and other proprietary notices appearing in the original.

22 DATA PRIVACY

Each Party shall comply with all rules and regulations with respect to protection of personal data of employees, representatives, customers, and suppliers of the JV Company, which such Party may receive in connection with this JV Agreement.

23 FORCE MAJEURE

23.1 Notwithstanding any provisions under this JV Agreement, neither party shall be liable for any losses or damages which are incurred or caused by the Force Majeure.

23.2 For the purpose of this JV Agreement, the Force Majeure shall also include acts of god such as epidemics, tidal wave, lightning, earthquakes, hurricanes, and/or acts of war, terrorism, sabotage, riots, civil or military disturbances, national or regional strikes, and/or acts of any government or public authority or any representative thereof, whether or not legally valid.

23.3 For the avoidance of doubt, the Force Majeure does not include events such as insolvency of either party.

24. GOVERNING LAW

This JV Agreement shall be governed by and interpreted under the applicable laws of the Republic of the Union of Myanmar.

25. NOTICE

25.1 Any notice and/or other communications to be given under this JV Agreement shall be in writing, and shall be deemed to be effectively given on the date of receipt, if delivered or sent by hand, registered mail, express courier (e.g., DHL and FedEx), telefax, or e-mail within normal business hours of the recipient.

25.2 If the notice is received after normal business hours of the recipient, such notice shall be deemed given on the following business day.

25.3 Unless stated otherwise in this JV Agreement, the notices shall be sent to the addresses of the Parties as specified in this JV Agreement.

26. SETTLEMENT OF DISPUTES

26.1 The Parties shall, at their best endeavors, settle any disputes in connection with this JV Agreement by mutual agreement in order to find an appropriate solution. Such disputes shall be notified by the claiming party to the other party in writing, with reference to the relevant

Clauses. The Parties shall endeavor to settle such disputes by negotiation within thirty (30) days from the receipt date of such notice submitted by the claiming party. In this case, the parties shall first try to resolve the matter amicably. In case of failure by the parties to resolve the dispute in the manner set out above within thirty (30) days from the date of receipt of the dispute notice sent by either party, then the same shall finally be settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce. The number of the arbitrators is one (1). The arbitral award shall be final and binding on the Parties. The venue of the arbitration shall be Singapore, and the arbitration shall be conducted in the English language.

27. MISCELLANEOUS PROVISIONS

27.1 Except as otherwise provided in this JV Agreement, the Parties shall pay all costs and expenses incurred by them or on their behalf in connection with this JV Agreement and their transaction contemplated hereby, including, but not limited to, the costs and expenses of their own consultants, accountants, counsels, or advisors.

27.2 No changes, amendments, or modifications of any of the terms or conditions of this JV Agreement shall be valid unless set forth in writing and signed by all Parties.

27.3 No waiver of the right to enforce any provisions of this JV Agreement, or any claim arising hereunder, or to exercise any remedy or recourse shall be deemed a waiver of that right (unless in writing signed by the Party waiving the said right) or any other remedy or recourse for a subsequent breach or default.

27.4 In situations where any provision of this JV Agreement is void, prohibited, or unenforceable in any jurisdiction, such provision shall be ineffective, invalid, or unenforceable in the said jurisdiction. Such prohibition or unenforceability shall not affect other provisions under this JV Agreement, or in any other jurisdiction.

27.5 This JV Agreement sets forth the entire agreement of the Parties with respect to the subject matter herein, and shall supersede all prior understandings or agreements, whether oral or in writing, among the Parties with respect to the subject matter herein.

27.6 This JV Agreement is executed in two (2) copies, as the same number of Parties in this JV Agreement. Each of these shall be deemed to be an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this JV Agreement to be executed on the date first above written.

For and on behalf of ISE	For and on behalf of OVO
Hikonobu Ise - Director	U Nyunt Tin – Managing Director

Witnesses

Takafumi Nishida - Director	U Kyaw Myo Nyunt - Director

Appendix

Business Plan

(A) → ဦးပိုင်အမှတ် (N-၂) ကွင်းအမှတ် (၉၆၄) ၊ ဂွာသစ်ကွင်း ၊ ကာလိထော် (အနောက်) ဂျပ်ကွက် ၊ လှည်းကူးမြို့နယ် ၊ ရန်ကုန်တိုင်းဒေသကြီး

(B) → ဦးပိုင်အမှတ် (၁၅/၂) ၊ ကွင်းအမှတ် (၉၉၈-အေ) ၊ မကျည်းကန်ကွင်း ၊ ကာလိထော် (အရှေ့) ဂျပ်ကွက် ၊ လှည်းကူးမြို့နယ် ၊ ရန်ကုန်တိုင်းဒေသကြီး



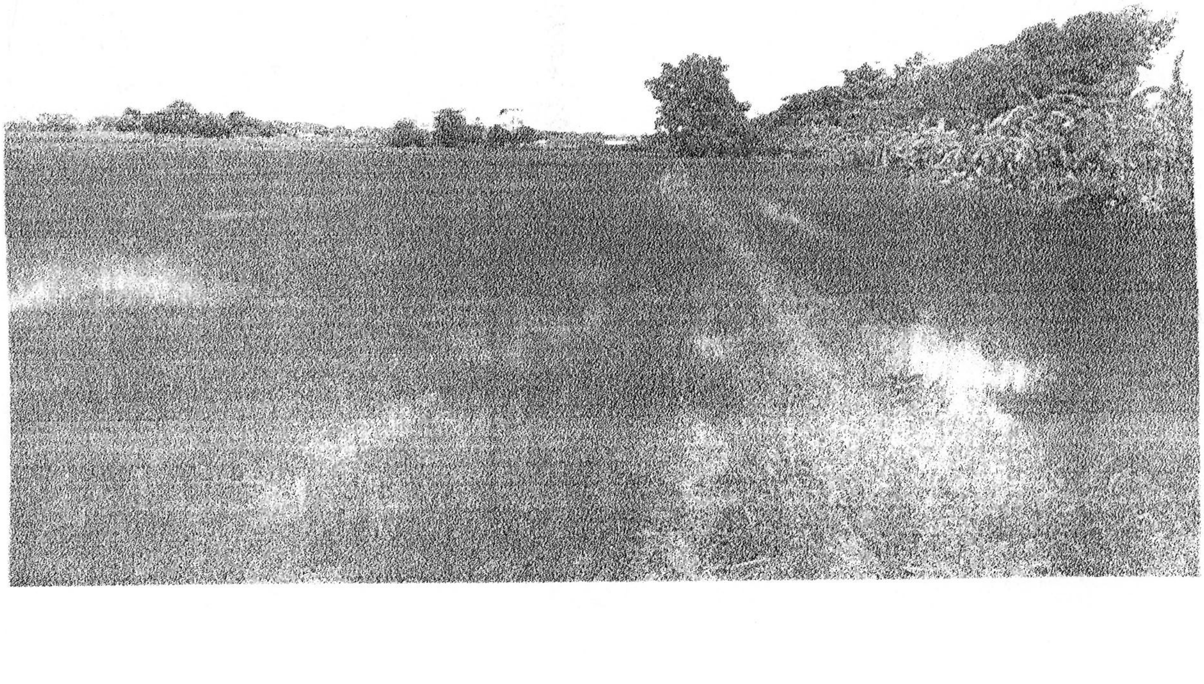
Imagery ©2019 Maxar Technologies, Map data ©2019   500

Measure distance

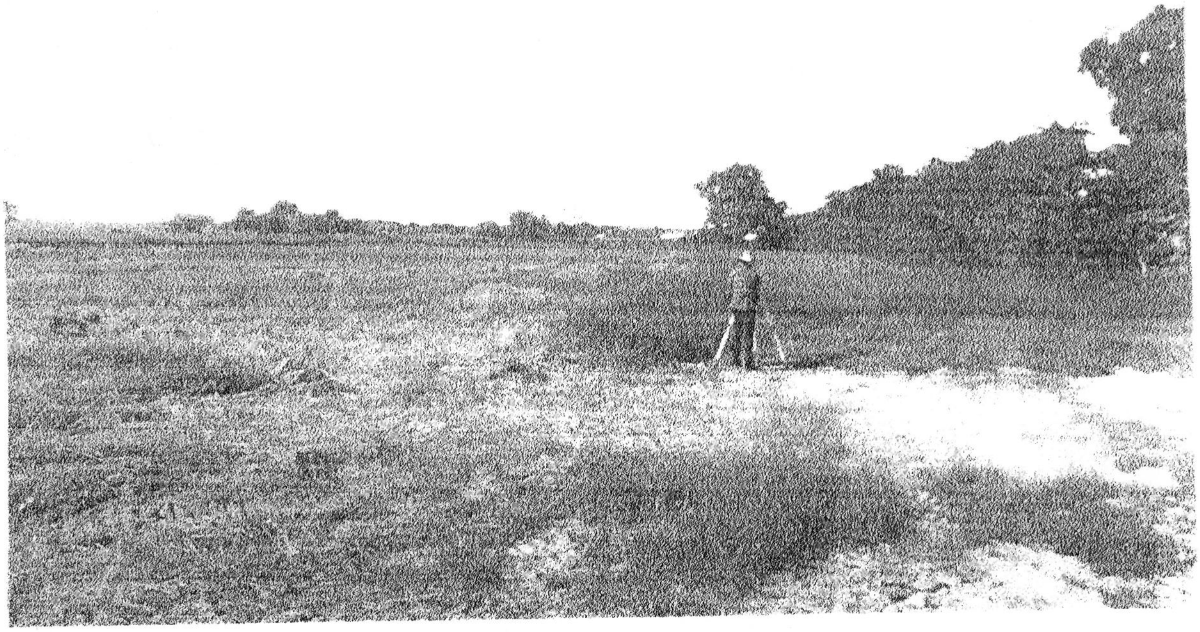
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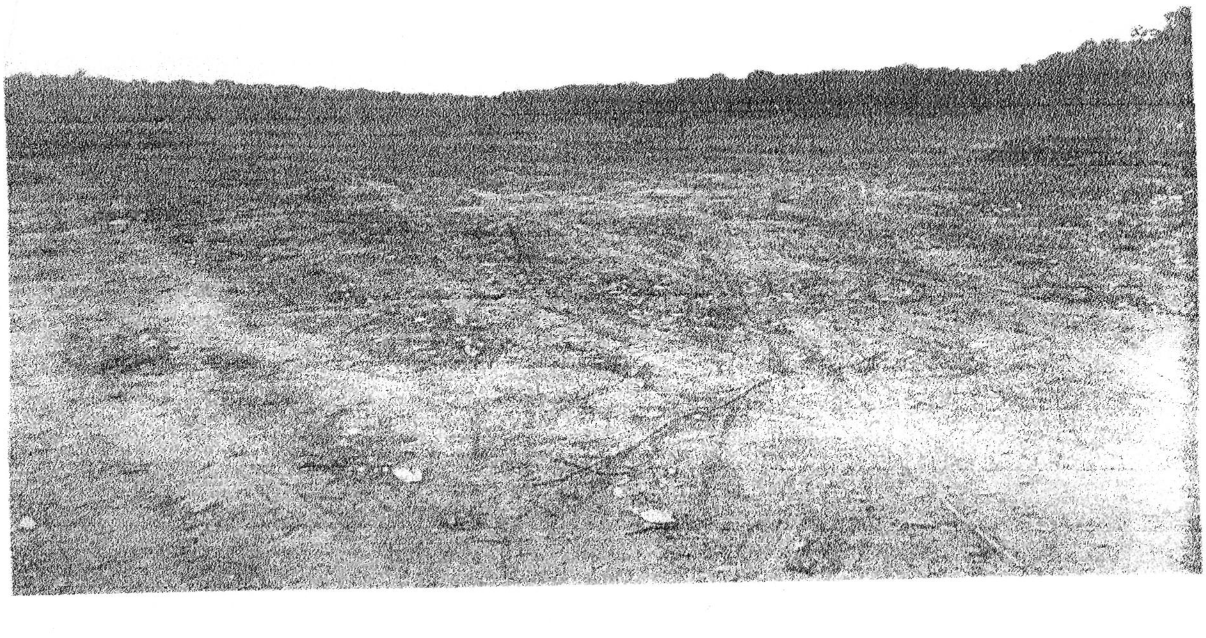
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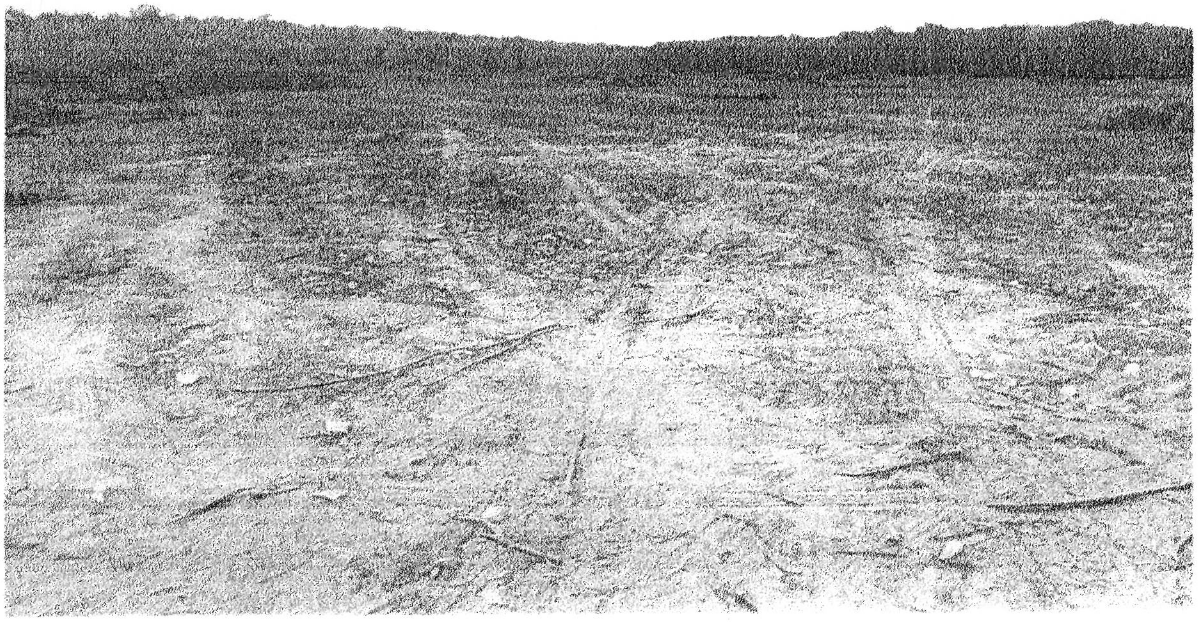
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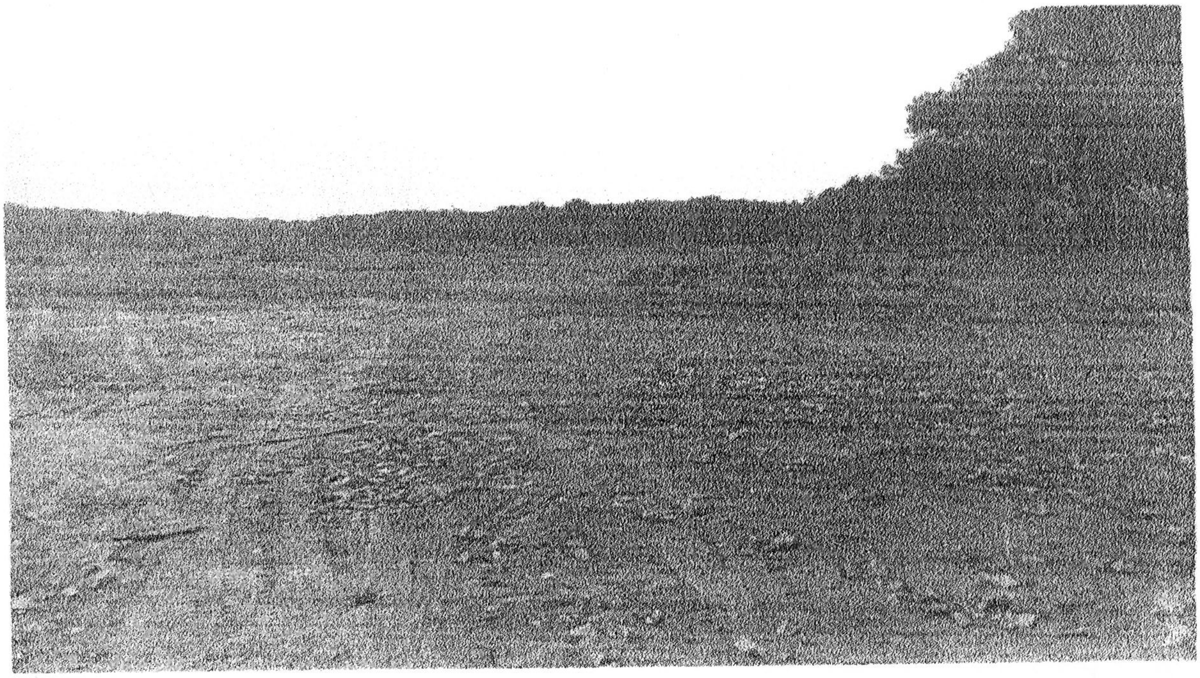


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ကလီထော်(အနောက်)ရပ်ကွက်၊လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။





DATED THIS ----- DAY OF ------- 2019

U Nyunt Tin

as Lessor

AND

ISE-OVO Company Limited

as Lessee

LAND LEASE AGREEMENT

Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin,

Kalihtaw (East) Ward, Hlegu Township

Yangon Region, Myanmar

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENTis made on the ____ day of [month] 20_ by and**BETWEEN**

(1) **U Nyunt Tin** (NRC No. 14/Pa Tha Na(Naing) 173292), a citizen of Myanmar residing at 26/A, Aung Min Khaung Pagoda Road,Kamayut Township, Yangon, Myanmar(the "**Lessor**");

AND

(2) **ISE-OVO COMPANY LIMITED**, a company incorporated under the laws of Myanmar and having its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, KamayutTownship, Yangon Region, Myanmar(the "**Lessee**").

(each a "**Party**" and collectively the "**Parties**").

WHEREAS:

A. The Lessor is presently the holder of a Land Utilization Order (as defined hereunder) and has the right to utilize the Land (as defined hereunder) for the purpose of carrying out agricultural and livestock breeding;

B. The Lessee is a joint venture company established pursuant to a Joint Venture Agreement dated 23 February 2019between ISE ASEAN, INC. a company duly incorporated under the laws of Japan and having its principal office at 2-10-1 Tokyo Kotsukaikan 8F, Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan, and OVO COMPANY LIMITED, a company duly incorporated under the laws of Myanmar, with its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon, Myanmar; and

C. It is envisaged that the Land (as defined hereunder)will be used by the Lessee for the purposes of the Business (as defined hereunder), and therefore, the Lessor has agreed to lease to the Lessee, and the Lessee has agreed to leasefrom the Lessor,the Land on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENTis made on the ____ day of [month] 20_ by and**BETWEEN**

(1) **U Nyunt Tin** (NRC No. 14/Pa Tha Na(Naing) 173292), a citizen of Myanmar residing at 26/A, Aung Min Khaung Pagoda Road,Kamayut Township, Yangon, Myanmar(the "**Lessor**");

AND

(2) **ISE-OVO COMPANY LIMITED**, a company incorporated under the laws of Myanmar and having its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, KamayutTownship, Yangon Region, Myanmar(the "**Lessee**").

(each a "**Party**" and collectively the "**Parties**").

WHEREAS:

A. The Lessor is presently the holder of a Land Utilization Order (as defined hereunder) and has the right to utilize the Land (as defined hereunder) for the purpose of carrying out agricultural and livestock breeding;

B. The Lessee is a joint venture company established pursuant to a Joint Venture Agreement dated 23 February 2019between ISE ASEAN, INC. a company duly incorporated under the laws of Japan and having its principal office at 2-10-1 Tokyo Kotsukaikan 8F, Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan, and OVO COMPANY LIMITED, a company duly incorporated under the laws of Myanmar, with its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon, Myanmar; and

C. It is envisaged that the Land (as defined hereunder)will be used by the Lessee for the purposes of the Business (as defined hereunder), and therefore, the Lessor has agreed to lease to the Lessee, and the Lessee has agreed to leasefrom the Lessor,the Land on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

Clause 1: Definitions and Interpretation

(1) In this Agreement, and in addition to any other terms defined separately elsewhere in this Agreement, the following expressions shall have the following meanings, unless otherwise provided or the context otherwise requires:

"Agreement" means this Land Lease Agreement as may from time to time be amended, modified or supplemented and any document that is supplemental hereto, is expressed to be collateral herewith or is entered into, pursuant to or in accordance with the terms hereof.

"Annual Rent" has the meaning given to it in Clause 3(1).

"Applicable Laws" means the applicable laws, statutes, rules, regulations and by-laws for the time being having force and effect, including all notifications, orders, directives, procedures and policies of any government department, authority or ministry (including any Relevant Authorities/Persons (as hereinafter defined)).

"Business" means the business of (i) egg production and its related business activities, including the establishment of a layer farm, (ii) marketing, sales and distribution of eggs and related products, (iii) provision of any relevant services in relation to the foregoing, and (iv) all other activities that are ancillary or incidental to the foregoing.

"Consent" includes an approval, authorization (public and private), concession, exemption, filing, grant, license, notarization, order, permission, permit, recording or registration, or the fulfillment of the procedures and requirements in relation thereto, whether required from or by any governmental authority or any other body or person, including any Relevant Authorities/Persons (as hereinafter defined).

"CRO" means the Companies Registration Office of Myanmar.

"Effective Date" has the meaning given to it in Clause 2(1).

"Force Majeure" means acts or circumstances beyond the reasonable control of a Party, including but not limited to war; rebellion; insurrection; riots; civil disturbances or unrest; hostilities, war or insurgency; acts of terrorism; acts of governments (including, without limitation, adverse changes in legislation, policies and practices that will adversely affect the Lessor's right to utilize the Land and/or the lease thatof); blockade; sabotage; strike; lockout; labor disputes; disease and epidemics; earthquake; storm, flood or other adverse weather conditions; natural phenomena or calamities; explosion; fire; accidents; or acts of God or any public enemy.

"**Force Majeure Event**" means an event or incident, or a series of related events or incidents, which results from or is attributable to Force Majeure.

"**Term**" has the meaning given to it in Clause 2(2).

"**Land Utilization Order**" means the official document issued by Peace and Development Council, Yangon Division, with such order indicating that the Lessor has been granted the right to utilize the Land . The Land Utilization Order is attached as Annex-1.1 (Myanmar Language) and 1.2 (English translation).

"**Land**" means the land permitted to be used under the Land Utilization Order located at Holding No. 15/2, Kwin No. 998-A, Makyee Kan Kwin, Kalihtaw (East) Ward, Hlegu Township, Yangon Region, Myanmar and having a total area of 7.8 acres (equivalent to 31565.5 sqm). The site map and description is attached as Annex -2.1 (in Myanmar language) and Annex-2.2 (English Translation).

"**MIC**" means the Myanmar Investment Commission.

"**Myanmar**" means the Republic of the Union of Myanmar.

"**Relevant Authorities/Persons**" means the relevant authority or authorities or ministry or ministries (or other instrumentalities or agencies) in Myanmar in charge of and/or having regulatory authority over the Parties, the Land, the Land Permit and/or the Business, including, where appropriate, the MIC and the CRO.

"**Rent**" has the meaning given to it in Clause 3.

"**Term**" has the meaning given to it in Clause 2(2).

"**Termination Date**" has the meaning given to it in Clause 9.

"**Total Rent**" has the meaning given to it in Clause 3(2).

"**Utilities**" has the meaning given to it in Clause 4(1)(f).

"**Works**" has the meaning given to it in Clause 5(3).

(2) Except where the context otherwise requires, words denoting the singular include the plural and vice versa. Words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.

(3) References to "**Recitals**", "**Clauses**" or "**Annexes**" are references to the recitals, clauses and annexes of this Agreement.

(4) The headings to the Clauses and Annexes are for convenience of reference only and shall not affect the construction of this Agreement.

(5) The word "written" or "in writing" includes any means of visible reproduction.

Clause 2: **Effective Date and Term**

(1) This Agreement shall be effective from the date of execution of this Agreement (the "**Effective Date**").

(2) The Lessor shall grant the Lessee a lease for a period of Twenty **(_20_) years]** (the "**Term**") from the Effective Date. If the Lessee wishes to extend the Term, the Lessee shall notify the Lessor in writing at least [six (6) months] prior to the expiration of the Term.

Clause 3: **Rent**

The rent for the Land during the Term (the "**Rent**") shall be payable by the Lessee to the Lessor as follows:

(1) The annual rent of the Land having a total area of 7.8 Acres (31565.5 sqm shall be USD 14820 at a rate of approximately USD 0.47 per sqm per year (the "**Annual Rent**").

(2) For the purpose of fixing the Rent for the Term, the Lessee agrees to pay the Lessor the aggregate Annual Rent for the Term amounting to USD14820 (United States Dollar Forteen Thousand Eight Hundred and Twenty Only) (the "**Total Rent**") on the Effective Date.

Clause 4: **Parties' Obligations**

(1) Lessee's Obligations

(a) The Lessee shall use the Land for the purpose of the Business and shall not use the Land for any other purpose.

(b) The Lessee shall bear the costs of repairing the Land, including fencing the Land area, and in case the Lessor has incurred any costs in relation thereto prior to this

Agreement, the Lessee shall reimburse such amount to the Lessor upon signing this Agreement.

(c) The Lessee may erect a building on the Land at its own cost for the purpose of utilizing for the Business based on provisions of prevailing laws of Myanmar and/or the by-laws of the Relevant Authorities/Persons.

(d) The Lessee shall, in using the Land, ensure that all activities and operations on the Land or any part thereof (including the buildings, structures and fixtures thereon and related facilities) are lawful business activities.

(e) The Lessee shall, insofar as it is aware of the terms of the Land Utilization Order, not to do anything or omit to do anything on the Land that would result in a breach by the Lessor of the terms of the Land Utilization Order or that may result in the termination, cancellation or withdrawal of the Land Utilization Order.

(f) The Lessee shall, on and from the Effective Date, bear all costs in connection with the installation of the supply of water, electricity, telecommunications services and other utilities (the "**Utilities**") to the Land and the future taxes, rates, charges in relation thereto.

(g) During the Term of this Agreement, the Lessee shall maintain and take due care of the Land and all of the buildings, structures and fixtures thereon as may be necessary to render the Land and all such buildings, structures and fixtures thereon fit for occupation and use in connection with the Business.

(h) During the Term of this Agreement, the Lessee shall bear and pay all taxes, assessments and outgoings that are imposed upon or in respect of the Land and/or buildings thereon during the Term.

(i) The Lessee shall prevent the deterioration of the air, water, land and other environmental pollution and shall be responsible for conserving the environment of the Land and its surroundings in accordance with the existing laws of Myanmar.

(j) The Lessee shall indemnify the Lessor and hold the Lessor harmless from and against all actions, proceedings, demands, costs, expenses, liabilities and claims whatsoever by any third party in respect of any act or liability caused by or arising from any act, negligence or default (irrespective of whether willful or not) of the Lessee, workmen, employees or servants of the Lessee, or persons who are permitted by the Lessee to be on the Land or any part thereof.

(k) The Lessee shall register this Agreement and maintain its registration pursuant to the Registration Law of Myanmar (as amended or restated) as may be applicable, as the registered holder of the right to use, hold or lease the Land under this Agreement.

(2) Lessor's Obligations

(a) The Lessor shall pay and settle in full by the relevant due date all rents, premiums, maintenance charges and other sums payable by the Lessor under the Land Utilization Order.

(b) The Lessor shall not assign or transfer any of its rights or obligations under the Land Utilization Order or this Agreement without the prior written consent of the Lessee.

(c) Where required by the Lessee, the Lessor shall assist the Lessee, at the Lessee's own expense, in applying for approvals from the Relevant Authorities/Persons for the construction of any building on the Land for the Business and permit and/or license applications required for installation of electricity, transformers (if required), and any other licenses in relation to occupy the buildings on the Land for the Business.

(d) The Lessor shall immediately notify the Lessee of any breach or alleged breach of the terms of the Land Utilization Order or of any circumstance that may result in the Land Utilization Order being suspended, revoked or terminated.

(e) The Lessor shall co-operate with and assist the Lessee in obtaining all necessary Consents of any Relevant Authority/Person or third party as may be required by the Lessee from time to time in connection with this Agreement, the Land or the Business to be carried out by the Lessee on the Land.

(f) The Lessor shall give notice in writing to the Lessee of any official notification or other document received by the Lessor from any Relevant Authority/Person with respect to the Land or the utilization thereof, or which may otherwise affect the rights or obligations of the Lessee in respect of the Land or this Agreement, within reasonable period of time upon receipt of the notification or document.

(g) The Lessor shall assist the Lessee, at the Lessee's own expense, in applying for registration of this Agreement pursuant to the Registration Law of Myanmar (as amended or restated) as may be practicable.

Clause 5: **Lessee's Rights**

(1) The Lessee may peaceably and quietly hold and enjoy possession of the Land during the Term without any interruption or disturbance by the Lessor or any person lawfully claiming possession of the Land under or in trust for the Lessor.

(2) The Lessee shall be permitted to use the Land for the Business provided that the Lessee has been permitted by the MIC to conduct the Business on the Land.

(3) Subject to the terms and conditions of the Land Utilization Order and all Applicable Laws, the Lessee shall be entitled, in its absolute discretion, at any time and from time to time during the Term, to carry out such works (the "**Works**") as it may determine from time to time on the Land (or any part thereof, including any building, structure or fixture on the Land) to:

(a) renovate, reconstruct or rebuild any buildings on the Land or any part thereof; or

(b) alter the Land (or any part thereof) by the addition of anything thereto or the removal of anything therefrom;

provided always that the Works shall be carried out and completed by the Lessee, who shall have sole discretion with respect to the layouts, designs, specifications, colour schemes, materials and all other matters relating to the Works, and all costs pertaining to the Works, including building, professional fees and other related expenses, shall be borne by the Lessee.

(4) All buildings, alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings that are constructed or installed by the Lessee under the Works are regarded as "**Lessee's Works and Materials**" and may at any time be removed from the Land by the Lessee in its absolute discretion, without the prior consent of the Lessor, so long as such removal does not cause permanent material damage to the Land or the Lessee makes good any such damage. All of Lessee's Works and Materials shall be and remain the property of the Lessee, provided that if the Lessee fails to remove the same from the Land on or before the expiry of the Term, the Lessor shall have the right to retain or dispose of or otherwise deal with the said Lessee's Works and Materials, without having to pay any compensation to the Lessee.

Clause 6: **Mineral Resources and Treasures**

Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Land during the Term shall be the property of the Government of Myanmar.

Clause 7: **Termination**

(1) This Agreement shall remain in full force and effect as between the Parties for the duration of the Term, unless any of the following occurs causing earlier termination of this Agreement:

(a) the occurrence of Force Majeure Event and it insisted continuously for (6) months;

(b) its termination by the non-defaulting Party, upon any breach of any term of this Agreement where such breach is capable of being remedied, and the Defaulting Party fails to remedy the breach within [___ (__)] months from the date of written notice by the non-defaulting Party requesting the Defaulting Party to remedy the breach.

(2) If this Agreement is terminated due to the default of the Lessor and which is not due to the consequences of Force Majeure Event, prior to the expiry of the Term, then the Lessor shall, upon such termination, refund to the Lessee the prorated amount of such Rent (if any) which has been paid in advance for the Term, based on the Annual Rent calculated from the date of termination of this Agreement up to and including the last day of the Term.

(3) If this Agreement is terminated due to the default of the Lessee prior to the expiry of the Term, then the Lessor shall, have the right to not to refund the Total Rent (if any) for the remaining unoccupied Term.

(4) Termination of this Agreement under this Clause shall be without prejudice to the right of non-defaulting Party available under the law of Myanmar.

Clause 9: **Handover on Expiry or Termination**

Upon expiry of the Term or earlier termination of this Agreement prior to expiration of the Term (the "**Termination Date**"), the Lessee shall surrender and handover the Land to the Lessor within [___ (__)] months from the Termination Date or such shorter period as may be required under any Applicable Laws, as applicable, in an as-is, where-is condition as on the date that the Land is handed over and surrendered to the Lessor (subject always to the Lessee's rights under Clauses 5(3) and 5(4)). The Lessee is not obliged, in particular, to take any measures to restore the Land to any particular condition or to remedy any condition (including environmental condition) that may exist in relation to the Land prior to the Effective Date.

Clause 10: Force Majeure

(1) Neither Party shall be in breach of this Agreement nor be liable for any failure or delay in the performance of any of its obligations under this Agreement arising from or attributable to a Force Majeure Event, provided that it has complied with the provisions of this Clause 10.

(2) The affected Party shall not be in breach of this Agreement provided that:

(a) the affected Party promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

(b) the affected Party could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

(c) the affected Party has used its best endeavours to mitigate the effect of the Force Majeure Event on its ability to carry out its obligations under this Agreement in any way that is practicable and resumes the performance of its obligations as soon as reasonably possible.

Clause 11: Costs and Taxes

(1) Each Party shall bear its own costs, charges and expenses connected with the preparation and implementation of this Agreement and the transactions contemplated by this Agreement.

(2) The Lessee shall bear the stamp duty, registration fees, and commercial tax in connection with this Agreement (if any) and other fees and taxes payable in connection with the utilization of the Land and the buildings thereon and utilities during the Term. The Lessor shall bear income tax arising from the Rent received under this Agreement and any costs payable under the Land Utilization Order to the Relevant Authority/Person.

Clause 12: Notice

(1) Any notice or communication required or desired to be given by a Party to the other Party under this Agreement shall be in writing in the English language and shall be delivered by hand or sent by prepaid registered mail or transmitted by facsimile to the address or facsimile number of the addressee as follows:

Lessor

U Nyunt Tin
Address: 26/A, Aung Min Khaung Pagoda Road, Kamayut Township, Yangon, Myanmar
Fax:
Phone:

Lessee **Lessor**

ISE-OVO Company Limited.
Address: No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region, Myanmar
Fax:
Phone:
Attention:

or to such other address as the addressee may have from time to time notified for purposes of this Clause 12(1).

(2) Notices and communications shall be deemed to be effective:

(a) if delivered personally, on the date of dispatch;

(b) in the case of domestic mail, if transmitted by prepaid registered mail, on the date five (5) business days after posting;

(c) in the case of international mail (where relevant), if transmitted by prepaid registered airmail, on the date fourteen (14) business days after posting; or

(d) if transmitted by facsimile, at the time of transmission.

(3) In order to prove that a notice or communication has been sent by prepaid registered mail, it shall be sufficient to show that the relevant letter containing the notice or communication was properly addressed, stamped and posted. In order to prove that a facsimile has been sent, it shall be sufficient to show that the facsimile has been dispatched with the appropriate answer-back code received.

Clause 13: General

(1) Each Party shall use its best efforts to do such acts and things, and execute and perform such documents, as may be reasonably necessary to implement and give effect to the terms of this Agreement.

(2) If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to Applicable Laws so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the Parties, it shall be stricken from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

(3) No variation, modification, change or amendment to this Agreement shall be binding upon a Party unless in writing and executed by the Parties.

(4) The terms of this Agreement that are contractually binding shall be binding upon and inure to the benefit of the successors in title and permitted assigns of the Parties. Save as otherwise expressly provided herein, the rights and obligations of each Party under this Agreement may not be assigned or transferred except with the prior written consent of the other Party.

(5) This Agreement may be executed by the Parties in any number of separate counterparts, and all such counterparts so executed shall constitute one document.

(6) No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

Clause 14: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Myanmar.

Clause 15: Arbitration

(1) Except as may be otherwise agreed, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or in connection with to this Agreement, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of thirty (30) days, shall be referred to and finally resolved by arbitration proceedings in Myanmar according to Myanmar Arbitration Law ("**MAL**").

(2) There shall be a single arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the MAL.

(3) The venue of the Arbitration shall be Yangon, Myanmar and the language to be used in the arbitration shall be English.

(4) The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

(5) Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable forthwith in Myanmar Kyats.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date and year first above written.

U Nyunt Tin	For and on behalf of **ISE-OVO Company Limited**
____________________ U Nyunt Tin	____________________ Name: Title:
____________________	____________________ Name: Title:
Witnessed by:	Witnessed by:
____________________ Name: Title:	____________________ Name: Title:

DATED THIS ----- DAY OF ------- 2019

U Nyunt Tin

as Lessor

AND

ISE-OVO Company Limited

as Lessee

LAND LEASE AGREEMENT
Holding No. N-2, Kwin No. 964, Ywar Thit Kwin,
Kalihtaw (West) Ward, Hlegu Township
Yangon Region, Myanmar

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENTis made on the ____ day of [month] 20 by and**BETWEEN**

(1) **U Nyunt Tin** (NRC No. 14/Pa Tha Na(Naing) 173292), a citizen of Myanmar residing at 26/A, Aung Min Khaung Pagoda Road,Kamayut Township, Yangon, Myanmar(the "**Lessor**");

AND

(2) **ISE-OVO COMPANY LIMITED**, a company incorporated under the laws of Myanmar and having its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region, Myanmar(the "**Lessee**").

(each a "**Party**" and collectively the "**Parties**").

WHEREAS:

A. The Lessor is presently the holder of a Land Permit (as defined hereunder) and has the right to utilize the Land (as defined hereunder) for the purpose of carrying out poultry (chicken) and related business;

B. The Lessee is a joint venture company established pursuant to a Joint Venture Agreement dated [23 Feb 2019] between ISE ASEAN, INC. a company duly incorporated under the laws of Japan and having its principal office at 2-10-1 Tokyo Kotsukaikan 8F, Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan, and OVO COMPANY LIMITED, a company duly incorporated under the laws of Myanmar, with its registered address at No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon, Myanmar; and

C. It is envisaged that the Land (as defined hereunder) will be used by the Lessee for the purposes of the Business (as defined hereunder), and therefore, the Lessor has agreed to lease to the Lessee, and the Lessee has agreed to leasefrom the Lessor,the Land on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

Clause 1: **Definitions and Interpretation**

(1) In this Agreement, and in addition to any other terms defined separately elsewhere in this Agreement, the following expressions shall have the following meanings, unless otherwise provided or the context otherwise requires:

"**Agreement**" means this Land Lease Agreement as may from time to time be amended, modified or supplemented and any document that is supplemental hereto, is expressed to be collateral herewith or is entered into, pursuant to or in accordance with the terms hereof.

"**Annual Rent**" has the meaning given to it in Clause 3(1).

"**Applicable Laws**" means the applicable laws, statutes, rules, regulations and by-laws for the time being having force and effect, including all notifications, orders, directives, procedures and policies of any government department, authority or ministry (including any Relevant Authorities/Persons (as hereinafter defined)).

"**Business**" means the business of (i) egg production and its related business activities, including the establishment of a layer farm, (ii) marketing, sales and distribution of eggs and related products, (iii) provision of any relevant services in relation to the foregoing, and (iv) all other activities that are ancillary or incidental to the foregoing.

"**Consent**" includes an approval, authorization (public and private), concession, exemption, filing, grant, license, notarization, order, permission, permit, recording or registration, or the fulfillment of the procedures and requirements in relation thereto, whether required from or by any governmental authority or any other body or person, including any Relevant Authorities/Persons (as hereinafter defined).
"CRO" means the Companies Registration Office of Myanmar.

"**Effective Date**" has the meaning given to it in Clause 2(1).

"**Force Majeure**" means acts or circumstances beyond the reasonable control of a Party, including but not limited to war; rebellion; insurrection; riots; civil disturbances or unrest; hostilities, war or insurgency; acts of terrorism; acts of governments (including, without limitation, adverse changes in legislation, policies and practices that will adversely affect the Lessor's right to utilize the Land and/or the lease thatof); blockade; sabotage; strike; lockout; labor disputes; disease and epidemics; earthquake; storm, flood or other adverse weather conditions; natural phenomena or calamities; explosion; fire; accidents; or acts of God or any public enemy.

"**Force Majeure Event**" means an event or incident, or a series of related events or incidents, which results from or is attributable to Force Majeure.

"**Term**" has the meaning given to it in Clause 2(2).

"**Land Permit**" means the official document issued by the Vacant, Fellow and Virgin Land Management Central Committee, with such permit indicating that the Lessor has been granted the right to utilize the Land for thirty (30) years from 2017 to 2047. The Land Permit is attached as Annex-1.1 (Myanmar Language) and 1.2 (English translation).

"**Land**" means the land permitted to be used under the Land Permit located at Holding No. N-2, Kwin No. 964, Ywar Thit Kwin, Kalihtaw (West) Ward, Hlegu Township, Yangon Region, Myanmar and having a total area of 30.06 acres (equivalent to 121,648.50 sqm) among which the area of 15 acres (equivalent to 60,702.8 sqm) to be leased under this Agreement. The site map and description of the land area to be leased is attached as Annex -2.1 (in Myanmar language) and Annex-2.2 (English Translation).

"**MIC**" means the Myanmar Investment Commission.

"**Myanmar**" means the Republic of the Union of Myanmar.

"**Relevant Authorities/Persons**" means the relevant authority or authorities or ministry or ministries (or other instrumentalities or agencies) in Myanmar in charge of and/or having regulatory authority over the Parties, the Land, the Land Permit and/or the Business, including, where appropriate, the MIC and the CRO.

"**Rent**" has the meaning given to it in Clause 3.

"**Term**" has the meaning given to it in Clause 2(2).

"**Termination Date**" has the meaning given to it in Clause 9.

"**Total Rent**" has the meaning given to it in Clause 3(2).

"**Utilities**" has the meaning given to it in Clause 4(1)(f).

"**Works**" has the meaning given to it in Clause 5(3).

(2) Except where the context otherwise requires, words denoting the singular include the plural and vice versa. Words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.

(3) References to "**Recitals**", "**Clauses**" or "**Annexes**" are references to the recitals, clauses and annexes of this Agreement.

(4) The headings to the Clauses and Annexes are for convenience of reference only and shall not affect the construction of this Agreement.

(5) The word "written" or "in writing" includes any means of visible reproduction.

Clause 2: **Effective Date and Term**

(1) This Agreement shall be effective from the date of execution of this Agreement (the "**Effective Date**").

(2) The Lessor shall grant the Lessee a lease for a period of Twenty (**_20_) years**] (the "Term") from the Effective Date. If the Lessee wishes to extend the Term, the Lessee shall notify the Lessor in writing at least [six (6) months] prior to the expiration of the Term.

Clause 3: Rent

The rent for the Land during the Term (the "**Rent**") shall be payable by the Lessee to the Lessor as follows:

(1) The annual rent of the Land having a total area of 15 Acres (60702.8 sqm) shall be USD 28500 at a rate of approximately USD 0.47 per sqm per year (the "**Annual Rent**").

(2) For the purpose of fixing the Rent for the Term, the Lessee agrees to pay the Lessor the aggregate Annual Rent for the Term amounting to USD 28500(United States Dollar Twenty Eight Thousand Five Hundred Only) (the "**Total Rent**") on the Effective Date.

Clause 4: **Parties' Obligations**

(1) Lessee's Obligations

(a) The Lessee shall use the Land for the purpose of the Business and shall not use the Land for any other purpose.

(b) The Lessee shall bear the costs of repairing the Land, including fencing the Land area, and in case the Lessor has incurred any costs in relation thereto prior to this Agreement, the Lessee shall reimburse such amount to the Lessor upon signing this Agreement.

(c) The Lessee may erect a building on the Land at its own cost for the purpose of utilizing for the Business based on provisions of prevailing laws of Myanmar and/or the by-laws of the Relevant Authorities/Persons.

(d) The Lessee shall, in using the Land, ensure that all activities and operations on the Land or any part thereof (including the buildings, structures and fixtures thereon and related facilities) are lawful business activities.

(e) The Lessee shall, insofar as it is aware of the terms of the Land Permit, not to do anything or omit to do anything on the Land that would result in a breach by the Lessor of the terms of the Land Permit or that may result in the termination, cancellation or withdrawal of the Land Permit.

(f) The Lessee shall, on and from the Effective Date, bear all costs in connection with the installation of the supply of water, electricity, telecommunications services and other utilities (the **"Utilities"**) to the Land and the future taxes, rates, charges in relation thereto.

(g) During the Term of this Agreement, the Lessee shall maintain and take due care of the Land and all of the buildings, structures and fixtures thereon as may be necessary to render the Land and all such buildings, structures and fixtures thereon fit for occupation and use in connection with the Business.

(h) During the Term of this Agreement, the Lessee shall bear and pay all taxes, assessments and outgoings that are imposed upon or in respect of the Land and/or buildings thereon during the Term.

(i) The Lessee shall prevent the deterioration of the air, water, land and other environmental pollution and shall be responsible for conserving the environment of the Land and its surroundings in accordance with the existing laws of Myanmar.

(j) The Lessee shall indemnify the Lessor and hold the Lessor harmless from and against all actions, proceedings, demands, costs, expenses, liabilities and claims whatsoever by any third party in respect of any act or liability caused by or arising from any act, negligence or default (irrespective of whether willful or not) of the Lessee, workmen, employees or servants of the Lessee, or persons who are permitted by the Lessee to be on the Land or any part thereof.

(k) The Lessee shall register this Agreement and maintain its registration pursuant to the Registration Law of Myanmar (as amended or restated) as may be applicable, as the registered holder of the right to use, hold or lease the Land under this Agreement.

(2) Lessor's Obligations

(a) The Lessor shall pay and settle in full by the relevant due date all rents, premiums, maintenance charges and other sums payable by the Lessor under the Land Permit.

(b) The Lessor shall not assign or transfer any of its rights or obligations under the Land Permit or this Agreement without the prior written consent of the Lessee.

(c) Where required by the Lessee, the Lessor shall assist the Lessee, at the Lessee's own expense, in applying for approvals from the Relevant Authorities/Persons for the construction of any building on the Land for the Business and permit and/or license applications required for installation of electricity, transformers (if required), and any other licenses in relation to occupy the buildings on the Land for the Business.

(d) The Lessor shall immediately notify the Lessee of any breach or alleged breach of the terms of the Land Permit or of any circumstance that may result in the Land Permit being suspended, revoked or terminated.

(e) The Lessor will not terminate or surrender, or permit the termination or surrender of, or attempt to terminate or surrender, the Land Permit prior to the expiry date of the Term, and shall do all acts and things necessary to ensure that the Land Permit remains in effect, is renewed and extended from time to time to the full extent permitted by Applicable Laws and that the rights of the Lessee under this Agreement shall remain in effect until the expiry date of the Term.

(f) The Lessor shall co-operate with and assist the Lessee in obtaining all necessary Consents of any Relevant Authority/Person or third party as may be required by the Lessee from time to time in connection with this Agreement, the Land or the Business to be carried out by the Lessee on the Land.

(g) The Lessor shall give notice in writing to the Lessee of any official notification or other document received by the Lessor from any Relevant Authority/Person with respect to the Land or the utilization thereof, or which may otherwise affect the rights or obligations of the Lessee in respect of the Land or this Agreement, within reasonable period of time upon receipt of the notification or document.

(h) The Lessor shall assist the Lessee, at the Lessee's own expense, in applying for registration of this Agreement pursuant to the Registration Law of Myanmar (as amended or restated) as may be practicable.

Clause 5: <u>Lessee's Rights</u>

(1) The Lessee may peaceably and quietly hold and enjoy possession of the Land during the Term without any interruption or disturbance by the Lessor or any person lawfully claiming possession of the Land under or in trust for the Lessor.

(2) The Lessee shall be permitted to use the Land for the Business provided that the Lessee has been permitted by the MIC to conduct the Business on the Land.

(3) Subject to the terms and conditions of the Land Permit and all Applicable Laws, the Lessee shall be entitled, in its absolute discretion, at any time and from time to time during the Term, to carry out such works (the "**Works**") as it may determine from time to time on the Land (or any part thereof, including any building, structure or fixture on the Land) to:

(a) renovate, reconstruct or rebuild any buildings on the Land or any part thereof; or

(b) alter the Land (or any part thereof) by the addition of anything thereto or the removal of anything therefrom;

provided always that the Works shall be carried out and completed by the Lessee, who shall have sole discretion with respect to the layouts, designs, specifications, colour schemes, materials and all other matters relating to the Works, and all costs pertaining to the Works, including building, professional fees and other related expenses, shall be borne by the Lessee.

(4) All buildings, alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings that are constructed or installed by the Lessee under the Works are regarded as **"Lessee's Works and Materials"** and may at any time be removed from the Land by the Lessee in its absolute discretion, without the prior consent of the Lessor, so long as such removal does not cause permanent material damage to the Land or the Lessee makes good any such damage. All of Lessee's Works and Materials shall be and remain the property of the Lessee, provided that if the Lessee fails to remove the same from the Land on or before the expiry of the Term, the Lessor shall have the right to retain or dispose of or otherwise deal with the said Lessee's Works and Materials, without having to pay any compensation to the Lessee.

Clause 6: Mineral Resources and Treasures

Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Land during the Term shall be the property of the Government of Myanmar.

Clause 7: Termination

(1) This Agreement shall remain in full force and effect as between the Parties for the duration of the Term, unless any of the following occurs causing earlier termination of this Agreement:

(a) the expiry of the Term and/or the Land Permit is unable to extend;
(b) the occurrence of Force Majeure Event and it insisted continuously for (6) months;
(c) its termination by the non-defaulting Party, upon any breach of any term of this Agreement where such breach is capable of being remedied, and the Defaulting Party fails to remedy the breach within [___ (__)] months from the date of written notice by the non-defaulting Party requesting the Defaulting Party to remedy the breach.

(2) If this Agreement is terminated due to the default of the Lessor and which is not due to the consequences of Force Majeure Event, prior to the expiry of the Term, then the Lessor shall, upon such termination, refund to the Lessee the prorated amount of such Rent (if any) which has been paid in advance for the Term, based on the Annual Rent calculated from the date of termination of this Agreement up to and including the last day of the Term.

(3) If this Agreement is terminated due to the default of the Lessee prior to the expiry of the Term, then the Lessor shall, have the right to not to refund the Total Rent (if any) for the remaining unoccupied Term.

(4) Termination of this Agreement under this Clause shall be without prejudice to the right of non-defaulting Party available under the law of Myanmar.

Clause 9: Handover on Expiry or Termination

Upon expiry of the Term or earlier termination of this Agreement prior to expiration of the Term (the "**Termination Date**"), the Lessee shall surrender and handover the Land to the Lessor within [___ (__)] months from the Termination Date or such shorter period as may be required under any Applicable Laws, as applicable, in an as-is, where-is condition as on the date that the Land is handed over and surrendered to the Lessor (subject always to the Lessee's rights under Clauses 5(3) and 5(4)). The Lessee is not obliged, in particular, to take any measures to restore the Land to any particular condition or to remedy any condition (including environmental condition) that may exist in relation to the Land prior to the Effective Date.

Clause 10: Force Majeure

(1) Neither Party shall be in breach of this Agreement nor be liable for any failure or delay in the performance of any of its obligations under this Agreement arising from or attributable to a Force Majeure Event, provided that it has complied with the provisions of this Clause 10.

(2) The affected Party shall not be in breach of this Agreement provided that:

(a) the affected Party promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

(b) the affected Party could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

(c) the affected Party has used its best endeavours to mitigate the effect of the Force Majeure Event on its ability to carry out its obligations under this Agreement in any way that is practicable and resumes the performance of its obligations as soon as reasonably possible.

Clause 11: Costs and Taxes

(1) Each Party shall bear its own costs, charges and expenses connected with the preparation and implementation of this Agreement and the transactions contemplated by this Agreement.

(2) The Lessee shall bear the stamp duty, registration fees, and commercial tax in connection with this Agreement (if any) and other fees and taxes payable in connection with the utilization of the Land and the buildings thereon and utilities during the Term. The Lessor shall bear income tax arising from the Rent received under this Agreement and any costs payable under the Land Permit to the Relevant Authority/Person.

Clause 12: Notice

(1) Any notice or communication required or desired to be given by a Party to the other Party under this Agreement shall be in writing in the English language and shall be delivered by hand or sent by prepaid registered mail or transmitted by facsimile to the address or facsimile number of the addressee as follows:

Lessor

U Nyunt Tin

Address: 26/A, Aung Min Khaung Pagoda Road, Kamayut Township, Yangon, Myanmar
Fax:
Phone:

Lessee

ISE-OVO Company Limited.
Address: No. 26/A, Aung Min Khaung Pagoda Road, 10 Ward, Kamayut Township, Yangon Region, Myanmar
Fax:
Phone:
Attention:

or to such other address as the addressee may have from time to time notified for purposes of this Clause 12(1).

(2) Notices and communications shall be deemed to be effective:

(a) if delivered personally, on the date of dispatch;

(b) in the case of domestic mail, if transmitted by prepaid registered mail, on the date five (5) business days after posting;

(c) in the case of international mail (where relevant), if transmitted by prepaid registered airmail, on the date fourteen (14) business days after posting; or

(d) if transmitted by facsimile, at the time of transmission.

(3) In order to prove that a notice or communication has been sent by prepaid registered mail, it shall be sufficient to show that the relevant letter containing the notice or communication was properly addressed, stamped and posted. In order to prove that a facsimile has been sent, it shall be sufficient to show that the facsimile has been dispatched with the appropriate answer-back code received.

Clause 13: General

(1) Each Party shall use its best efforts to do such acts and things, and execute and perform such documents, as may be reasonably necessary to implement and give effect to the terms of this Agreement.

(2) If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to Applicable Laws so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the Parties, it shall be stricken from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

(3) No variation, modification, change or amendment to this Agreement shall be binding upon a Party unless in writing and executed by the Parties.

(4) The terms of this Agreement that are contractually binding shall be binding upon and inure to the benefit of the successors in title and permitted assigns of the Parties. Save as otherwise

expressly provided herein, the rights and obligations of each Party under this Agreement may not be assigned or transferred except with the prior written consent of the other Party.

(5) This Agreement may be executed by the Parties in any number of separate counterparts, and all such counterparts so executed shall constitute one document.

(6) No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

Clause 14: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Myanmar.

Clause 15: Arbitration

(1) Except as may be otherwise agreed, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or in connection with to this Agreement, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of thirty (30) days, shall be referred to and finally resolved by arbitration proceedings in Myanmar according to Myanmar Arbitration Law ("**MAL**").

(2) There shall be a single arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the MAL.

(3) The venue of the Arbitration shall be Yangon, Myanmar and the language to be used in the arbitration shall be English.

(4) The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

(5) Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable forthwith in Myanmar Kyats.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date and year first above written.

U Nyunt Tin

For and on behalf of
ISE-OVO Company Limited

U Nyunt Tin

Name:
Title:

Name:
Title:

Witnessed by:

Name:
Title:

Witnessed by:

Name:
Title:

ရန်ကုန်တိုင်း အေးချမ်းသာယာရေးနှင့် ဖွံ့ဖြိုးရေးကောင်စီ

၁၉၉ ၈ ခုနှစ်၊ မေ လ၊ ရက်

လယ်ယာမြေကို သတ်မှတ်သည့် နည်းလမ်းအတိုင်း အသုံးပြုခွင့် အမိန့်စာ

အမှုတွဲအမှတ် ၅ /လန (လှည်း ကူး) ၉ ၇

ရန်ကုန်တိုင်း၊ အေးချမ်းသာယာရေးနှင့် ဖွံ့ဖြိုးရေးကောင်စီသည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော် အစိုးရအဖွဲ့ရုံး၏ ၂၂-၁၁-၈၀ ရက်စွဲပါ စာအမှတ် ၁၀/၆၁၀-ဆ/ အ ဖ ရ ဖြင့် အပ်နှင်းထားသည့် လုပ်ပိုင်ခွင့်ကို သုံးစွဲလျက် အောက်ပါဇယားတွင် ဖော်ပြထားသော လယ်ယာမြေကို နောက်ကျောပါ စည်းကမ်းချက်များနှင့်အညီ ၁၉၅၃ ခုနှစ်၊ လယ်ယာမြေနိုင်ငံပိုင်ပြုလုပ်ရေး အက်ဥပဒေပုဒ်မ ၃၉.အရ စိုက်ပျိုး မွေး မြူရေး

မြေအဖြစ် အသုံးချရန်

ဗိုလ် ချုပ်ညွှန့်ကြင် အား ခွင့်ပြုလိုက်သည် -

မြို့နယ်	ရပ်ကွက်/ ကျေးရွာ	ကွင်း		ဦးပိုင်	ဧရိယာ		နယ်နိမိတ်
		အမှတ်	အမည်	အမှတ်	ဧက	ဒသမ	
လှည်းကူး	ကလေ ယောဉ် ဘ ရေ	(၉၉ ၀ - အေ)	မကျီး ကန် ကွင်း	၁၅/၂	၇	၀ ၀	သက်သေခံ မြေပုံအတိုင်း

စာအမှတ် ၂၈၃/ ၃ - ၃/ တ ယ က

ရက်စွဲ၊ ၁၉၉ ၈ ခုနှစ်၊ မေ လ၊ ၁ ၄ ရက်။

ဥက္ကဋ္ဌ ကိုယ်စား ၂

ဖြန့်ဝေခြင်း

မြို့နယ်အေးချမ်းသာယာရေးနှင့်ဖွံ့ဖြိုးရေးကောင်စီ ....လှည်း ကူး........ မြို့နယ်

မြို့နယ်မြေစာရင်းဦးစီးဌာန ....လှည်း ကူး........ မြို့နယ်

ရပ်ကွက်/ ကျေးရွာ အုပ်စု အေးချမ်းသာယာရေးနှင့် ဖွံ့ဖြိုးရေးကောင်စီ

ကလေး ယောဉ် ဘ ရေ........ ရပ်ကွက် / ကျေးရွာ

ဦး / ဒေါ် ....ဗိုလ် ချုပ်ညွှန့်ကြင်........

ခွင့်ပြုထံရသူကအမိန့်စာပါ စည်းကမ်းချက်များကို လိုက်နာပါမည်ဟု ဝန်ခံကတိပြုလက်မှတ်ရေးထိုးပြီး ပြန်ပို့ရန်။

မိတ္တူ၊

ခရိုင်အေးချမ်းသာယာရေးနှင့် ဖွံ့ဖြိုးရေးကောင်စီ ....ရန်ကုန် မြောက်ပိုင်း........

တိုင်းမြေစာရင်းဦးစီးဌာန၊ ရန်ကုန်တိုင်း။

စည်းကမ်းချက်များ

၁။ ဇယားတွင်ဖော်ပြထားသော မြေအား မြေစာရင်းဦးစီးဌာနတွင် အသုံးပြုခွင့်ပေးထားသော မြေအဖြစ် ပြောင်းလဲရန် ၁၉၅၄ ခုနှစ်၊ လယ်ယာမြေနိုင်ငံပိုင်ပြုလုပ်ရေး နည်းဥပဒေ ၈၄ အရ ခွင့်ပြုသည်။

၂။ ခွင့်ပြုထားသည့် နည်းလမ်းအတိုင်း အသုံးမပြုလျှင် ဤအမိန့်စာကို အက်ဥပဒေပုဒ်မ ၃၅ အရ ပယ်ဖျက်မည့်အပြင် အက်ဥပဒေပုဒ်မ ၄၈ အရ ပြစ်ဒဏ်ချမှတ်ခြင်းခံရမည်။

၃။ ခွင့်ပြုထားသည့်မြေကို လက်ဝယ်ထားသူသည် အဆိုပါမြေနှင့် စပ်လျဉ်း၍ နိုင်ငံတော်က စည်းကြပ်သော အခွန်အတုတ်များကို ပေးဆောင်ရမည်။

ဖတ်ရှုနားလည်ပြီး အထက်ပါစည်းကမ်းချက်များကို လိုက်နာပါမည်ဟု အောက်တွင်လက်မှတ်ရေးထိုးပါသည်။

အသိသက်သေ

လက်မှတ်

ခွင့်ပြုခံရသူ၏လက်မှတ်

အမည်

နေရပ်လိပ်စာ

ကျွန်ုပ်၏ရှေ့တွင်

မြို့နယ်စီမံအုပ်ချုပ်ရေးမှူး/ မြို့နယ်မြေစာရင်းဦးစီးဌာန
လှည်းကူး မြို့နယ်

ရက်စွဲ၊ ၁၉ ခုနှစ်၊ လ၊ ရက်။

မြေစာရင်းပုံစံ ၁၀၅

မှန်ကြောင်း သက်သေခံ / သက်သေ — ယခုလက်ရှိမြေပုံတွင်ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံလက်ခံရေးကူးရန်ပုံစံ

မြည်မေ ... ၂ကျပ် K2

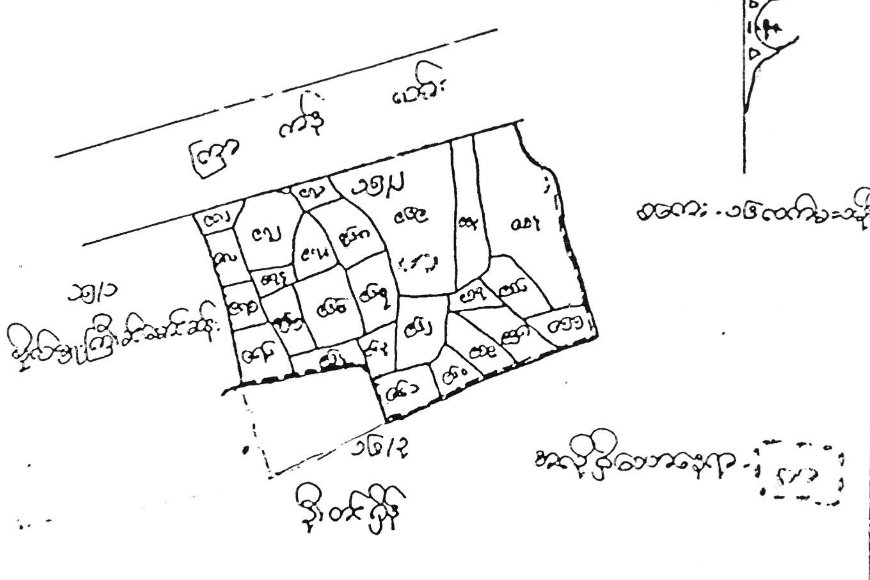
ကွင်း - ဆန်ကုန်ဖြမ်းကိုင်း

လမ်း - ...

ကျေးရွာအုပ်စု - ကလိုထီးဘရွာ

ကွင်း/အကွက်အမှတ်နှင့်အမည် - ၈၈၀A · မကျီးကိုကွင်း

ဦးပိုင်အမှတ် - ၁၅/၂



ဦးပိုင်အမှတ်	အခွန်ထမ်းကြေးမခံရသူ ပိုင်ရှင်အမည်/ဂရန်ရှင်/ အငှားဂရန်ရှင်	မိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် သတင်း	ဧရိယာ(ဧက)	မှတ်ချက်
၁၅/၂	မြိတ်ချုပ်ဦးနိုးတင်	၆	R၄	၇.၈၀	

ရေးကူးသောနှစ်အမှတ် - လ/၃.၃၉ ဘျောက်တားဖြ
(မေးမြန်းပါအကြောင်းအရာအတွက်သာသုံးပြုခွင့်ရှိသည်။)
လျှောက်ထားသူအမည် - မြိတ်ချုပ်ဦးနိုးတင်
လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၇.၁၁.၉၇
လျှောက်သူသို့လက်ခံပေးအပ်သည့်နေ့စွဲ - ၂၈.၁၁.၉၇

ဦး ... မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး

ယခု အသောက်တွက်ပြုသော မြေပုံမှာ မှန်ကန်သေချာစွာရေးကူးသော ၁၉၉၇ - ခုနှစ်အတွက် နောက်ဆက်တွဲတိုင်းတာခြင်းမြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ်ရေးထိုးပါသည်။
အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -
နေ့စွဲ -
တိုက်ဆိုင်စစ်ဆေးပြီးမှန်ကန်ပါသည်။
လက်ထောက်ဦးစီးမှူးလက်မှတ် -
နေ့စွဲ -

ရုံးတံဆိပ်

ပုံစံ-၁၃

မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

မွေးမြူရေးလုပ်ငန်းအတွက် အသုံးပြုခွင့်ပေးသော ခွင့်ပြုမိန့်

လုပ်ငန်းစာတွဲအမှတ် ---၁၃၀/ မလ/------- ၂၀၁၅ - ၂၀၁၆ ------ ခုနှစ်၊ မှတ်ပုံတင်စာရင်း စာအုပ်တွင် ၂၀ ---၁၇----- ၂၀---၁၈----- ခုနှစ် အမှတ်စဉ် ------၁၁၃------- အဖြစ် ရေးသွင်းပြီး။

အောက်ပါဇယားတွင် ဖော်ပြသောဧက ------၃၀.၀၆------ ခန့်ရှိ မြေလွတ်၊မြေလပ်နှင့် မြေရိုင်းကို ကျောဘက်တွင် ဖော်ပြထားသည့် စည်းကမ်းချက်များနှင့်အညီ-----ရန်ကုန်------- တိုင်းဒေသကြီး/ ပြည်နယ်၊ ---အနောက်ပိုင်း---ခရိုင်၊---ကမာရွတ်----- မြို့နယ်၊-----၂၆(က)၊ အောင်မင်းခေါင်ဘုရားလမ်း--------- ရပ်ကွက်/ကျေးရွာ နေ ဦး---မောင်ရွှေ-----၏ သား/သမီး ဦး/ဒေါ်/ အဖွဲ့အစည်း ----ညွှန့်တင်--- အား ----ကြက်မွေးမြူ၊ ကြက်ဥထုတ်လုပ်ခြင်းနှင့် ဆက်စပ်လုပ်ငန်းများ----- လုပ်ကိုင်ရန် (၂၀၁၇ မှ ၂၀၄၇ ထိ) နှစ်ပေါင်း (၃၀) နှစ် လုပ်ပိုင်ခွင့်ပြုလိုက်သည်။

အသုံးပြုခွင့်ပြုသည့် မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းနှင့်စပ်လျဉ်းသည့် အချက်အလက်များ

----ရန်ကုန်---- တိုင်းဒေသကြီး/ပြည်နယ်၊ ---မြောက်ပိုင်း---ခရိုင်၊ ----လှည်းကူး---- မြို့နယ်

ရပ်ကွက်/ ကျေးရွာအုပ်စု	ကွင်း		ဦးပိုင်/ မြေကွက် အမှတ်	ဧရိယာ		* နယ်နိမိတ်
	အမှတ်	အမည်		ဧက	ဒသမ	
၁	၂	၃	၄	၅	၆	၇
ကလီထော် အနောက်	၉၆၄	ရွာသစ်ကွင်း	N-၂	၃၀	၀၆	သက်သေခံမြေပုံ အတိုင်း
				၃၀	၀၆	

* သက်သေခံမြေပုံရှိလျှင် **"သက်သေခံမြေပုံအတိုင်း"**ဟု ရေးပါ။

15 Acres

ဖြန့်ဝေခြင်း

- ဦးညွန့်တင်
  ၂၆(က)၊ အောင်မင်းခေါင်ဘုရားလမ်း၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်မြို့

မိတ္တူကို

- ဥက္ကဋ္ဌ၊ မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
- ညွှန်ကြားရေးမှူးချုပ်၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန
- ဒုတိယညွှန်ကြားရေးမှူး၊ တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ ရန်ကုန်တိုင်းဒေသကြီး
- မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ လှည်းကူးမြို့နယ်
- ရုံးလက်ခံ။

မြေစာရင်းပုံစံ – ၁၀၅

2016 - 0463114

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ
လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် [illegible]
ခရိုင် [illegible]
မြို့နယ်/ မြို့နယ်ခွဲ [illegible]
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၇/၂

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသ ဂရန်ရှင်/ အငှားဂရန်
၇/၂	[illegible]

ရေးကူးပေးသည့်အကြောင်းအရာ	

လျှောက်ထားသူအမည် –

လျှောက်လွှာတင်သည့်နေ့စွဲ –

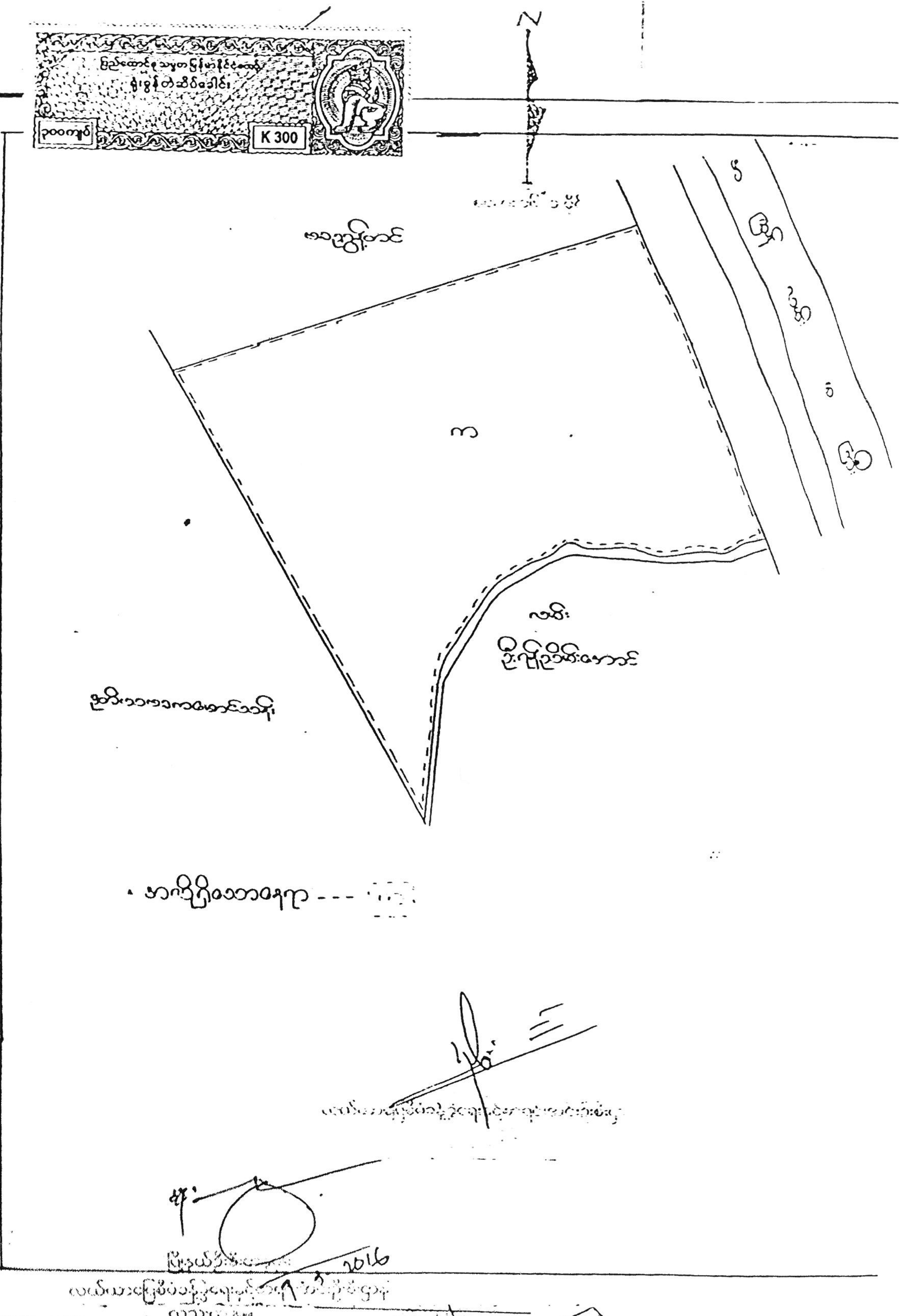
လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ –

ယခုအထက်တွင် ပြသိုသောမြေပုံမှာ မှန်ကန်သေး
မြေပုံဖြစ်ကြောင်း၊ သက်သေခံလက်မှတ် ရေးထိုးပါ

အမှ

နှုံးတံဆိပ်

တိုက်



စိစစ်အတည်ပြုပါသည်၊

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်း

me of Account:	1DA0500489
dress:	ISE-OVO CO., LTD
	NO.26/A, AUNG MIN KHAUNG PAGODA ROAD, 10 WARD, KAMAYUT T/S, YGN.
nk Statement for the month of :	From 01/07/2019 To 11/07/2019

Print Date & Time : 11/07/2019-12:58 PM

te	Particular	Chq; No.	C/T/L	CUR	Debit	Credit	Balance
	BALANCE FORWARD			USD			100.00
07/2019	FR 1DF0703073		TRF	USD		100,000.00	100,100.00
	Grand Total				0.00	100,000.00	

nless the Bank is immediately notified of any discrepancy found in the statement of account, it will be taken that the account has been und to be correct.

RANSACTION CODE

SH = CASH
RF = TRANSFER
LG = CLEARING

umber Of Debit =0
umber Of Credit =1

Asst: Manager
Current Account Section
Myanma Foreign Trade Bank

MANAGER   ASST: MANAGER

PrintedBy : HNIN NWE NI KHIN

- ၁ (1) -

စာရင်းပိုင်ရှင်၏ ဓာတ်ပုံ

ACCOUNT HOLDER PHOTO





စာရင်းပိုင်ရှင်၏ အကြောင်းအရာ

PARTICULARS OF ACCOUNT HOLDER

ACCOUNT NO. IDA-05-00489

NAME OF ACCOUNT ISE-OYO CO., LTD

NAME(S)OF ACCOUNT HOLDER(S)	REGISTRATION NO.	OCCUPATION
MR NYUNT TIN	14/PATHANA(N)173292	M.D
MR SHIGEMASA MIKI	MU3383367	DIRECTOR

NO 26/A, AUNG MIN KHAUNG PAGODA ROAD, 10 WARD,
KAMAYUT T/S, YGN.

ထုတ်ပေးသည့်ရက်စွဲ
DATE OF ISSUE 23/05/19

မြန်မာ့နိုင်ငံခြား ကုန်သွယ်မှုဘဏ်
MYANMA FOREIGN TRADE BANK

စဉ် SR.	ရက်စွဲ DATE	အကြောင်းအရာ PARTICULARS	သွင်းငွေ DEPOSIT	ထုတ်ငွေ WITHDRAWAL	လက်ကျန်ငွေ BALANCE	လက်မှတ် SIGNATURE
1	23/05/19	NEW A/C	100.00		100.00	
2	11/07/19	FR 1DF0703073	100,000.00		100,100.00	

日本国 JAPAN

旅券 PASSPORT

Type: P

Issuing country: JPN

Passport No.: TR2306623



姓/Surname: NISHIDA

名/Given name: TAKAFUMI

国籍/Nationality: JAPAN

生年月日/Date of birth: 01 APR 1955

性別/Sex: M

本籍/Registered Domicile: TOYAMA

発行年月日/Date of issue: 13 AUG 2014

有効期間満了日/Date of expiry: 13 AUG 2024

発行官庁/Authority: MINISTRY OF FOREIGN AFFAIRS

所持人自署/Signature of bearer: Takafumi Nishida

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P<JPNNISHIDA<<TAKAFUMI<<<<<<<<<<<<<<<<<<<<<<<
TR23066234JPN5504019M2408138<<<<<<<<<<<<<<00
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New

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国

JAPAN

旅券 PASSPORT

型/Type	発行国/Issuing country	旅券番号/Passport No.
P	JPN	TS0756441



姓/Surname
MORIYAMA

名/Given name
OSAMU

国籍/Nationality
JAPAN

生年月日/Date of birth
01 NOV 1956

性別/Sex
M

本籍/Registered Domicile
SHIZUOKA

発行年月日/Date of issue
23 MAY 2018

所持人自署/Signature of bearer
森山治

有効期間満了日/Date of expiry
23 MAY 2028

発行官庁/Authority
MINISTRY OF FOREIGN AFFAIRS

P<JPNMORIYAMA<<OSAMU<<<<<<<<<<<<<<<<<<<<<<<<<<<<

TS07564418JPN5611012M2805232<<<<<<<<<<<<<<06

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



1920312

နိုင်ငံသားစိစစ်ရေးကတ်ပြား

အမှတ် ၁၃/ခရနှ(နိုင်) ၀၀၀၃၉၆



ရက်စွဲ ၁၆-၁-၂၀၀၁

အမည် မောင်ကျော်မျိုးဦး

အဘအမည် ဦး...

မွေးသက္ကရာဇ် ၁၀-၃-၁၉၇၅

လူမျိုး/ဘာသာ ဗမာ / ဗုဒ္ဓ

အရပ် ၅'-၁၀" သွေးအုပ်စု ဘီ

ထင်ရှားသည့်အမှတ်အသား ...

...(၁)...

...၂၀၀၁

...ကြီးကြပ်ရေးမှူး

အမှတ်စဉ် .... ထပ်မံထုတ်ပေး

သက်သေခံကတ်ပြားအမှတ် ....



အလုပ်အကိုင် ကျောင်းသား

နေရပ်လိပ်စာ ...(၁၅)

မြို့ ...

ကိုင်ဆောင်သူလက်မှတ် ....

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကို အသက် (၁၀) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ဖျက်ဆီးပါက အရေးယူခြင်းခံရမည်။

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ၁၂/ရကန(နိုင်)၀၅၃၁၈

ရက်စွဲ ၂၀·၂·၂၀၁၇

အမည် [illegible]

အဘအမည် [illegible]

မွေးသက္ကရာဇ် ၂၅·၅·၁၉၇၈

လူမျိုး/ဘာသာ ဗမာ/ဗုဒ္ဓဘာသာ

အရပ် ၅' .... သွေးအုပ်စု [illegible]

ထင်ရှားသည့်အမှတ်အသား [illegible]

.... ၂၀၁၇

ထုတ်ပေးသူလက်မှတ်

အမည် ....

ရာထူး ....

အမှတ်စဉ် AE 553036

[redacted] အမှတ် ....

အလုပ်အကိုင် [illegible]

နေရပ်လိပ်စာ ၂၀· [illegible]

[illegible]

ထိုးမြဲလက်မှတ် ....

[redacted] အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရဲစခန်း၊ လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အားဆိုင်ရာ မြို့နယ်ဦးစီးမှူးရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤကတ်ပြားကို အသက် (–) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပုံတူကူးပါက အရေးယူခြင်းခံရမည်။

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

အိုဗို ကုမ္ပဏီလီမိတက်

OVO COMPANY LIMITED

Company Registration No. 101207285

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ ၁၉၁၄ ခုနှစ် အရ

အိုဗို ကုမ္ပဏီလီမိတက်

အား ၂၀၁၇ ခုနှစ် ဇန်နဝါရီလ ၉ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

This is to certify that

OVO COMPANY LIMITED

was incorporated under the Myanmar Companies Act 1914 on 9 January 2017 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ

Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Directorate of Investment and Company Administration

Former Registration No. 4583/2016-2017(YGN)

Myanmar Companies Online Registry - Company Extract

Company Name (English)	Company Name (Myanmar)
OVO COMPANY LIMITED	အိုဗို ကုမ္ပဏီလီမိတက်

Company Information

Registration Number	Registration Date	Status
101207285	09/01/2017	Registered
Company Type	**Foreign Company**	**Small Company**
Private Company Limited by Shares	No	Yes
Principal Activity	**Date of Last Annual Return**	**Previous Registration Number**
75 - Veterinary activities	15/02/2019	4583/2016-2017(YGN)

Addresses

Registered Office In Union

Aung Min Khaung Pagoda Road, No.26(A)
10th Quarter, Kamayut Township.
Yangon, Myanmar 095-1

Officers

Name:	DAW SHWE YIN MIN OO	Type:	Director
Date of Appointment:	N/A	Date of Birth:	25/05/1978
Nationality:	Myanmar	N.R.C./Passport:	12/YAKANA(N)062318
Gender:	Female	Business Occupation:	-
Name:	U KYAW MYO NYUNT	Type:	Director
Date of Appointment:	N/A	Date of Birth:	10/03/1975
Nationality:	Myanmar	N.R.C./Passport:	5/MAYANA(N)000396
Gender:	Male	Business Occupation:	-
Name:	U NYUNT TIN	Type:	Director
Date of Appointment:	N/A	Date of Birth:	31/07/1945
Nationality:	Myanmar	N.R.C./Passport:	14/PATHANA(N)173292
Gender:	Male	Business Occupation:	-

Ultimate Holding Company

Name of Ultimate Holding Company	Jurisdiction of Incorporation	Registration Number
-	-	-

Share Capital Structure

Total Shares Issued by Company	Currency of Share Capital
2,050	MMK

Myanmar Companies Online Registry - Company Extract

Company Name (English)	Company Name (Myanmar)
OVO COMPANY LIMITED	အိုဗို ကုမ္ပဏီလီမိတက်

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	2,050	205,000,000.00	0.00

Members

Name:	DAW SHWE YIN MIN OO		
Gender:	Female	Date of Birth:	25/05/1978
Nationality:	Myanmar	N.R.C./Passport:	12/YAKANA(N)062318

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	615	61,500,000.00	0.00

Name:	U KYAW MYO NYUNT		
Gender:	Male	Date of Birth:	10/03/1975
Nationality:	Myanmar	N.R.C./Passport:	5/MAYANA(N)000396

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	615	61,500,000.00	0.00

Name:	U NYUNT TIN		
Gender:	Male	Date of Birth:	31/07/1945
Nationality:	Myanmar	N.R.C./Passport:	14/PATHANA(N)173292

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	820	82,000,000.00	0.00

Mortgages and Charges

Form / Filing Type	Effective Date
No records available	

Details about all mortgages and charges can be accessed from the Company Profile Filing History at no charge.

Filing History

Form / Filing Type	Effective Date
AR | Annual Return	15/02/2019
B-1 | Application for re-registration of a private company limited by shares	21/08/2018

(English Translation from Japanese Language)

CERTIFICATE OF COMPLETE HISTORICAL RECORDS

No. 2-10-1 Yuraku-Cho, Chiyoda-Ward, Tokyo, Tokyo-Kotsukaikan 8th Floor

ISE ASEAN, INC.

Corporate Registration Number	0100-01-186848	
Corporate Name	ISE ASIA, INC.	
	ISE ASEAN, INC.	Changed on 1st April 2019 Registered on 1st April 2019
Head Office	2-10-1 Yuraku- Cho, Chiyoda-Ward, Tokyo, Tokyo- Kotsukaikan 8th Floor	
Method of Public Notification	To be noticed through official Gazettes.	
Date of Incorporation	5th October 2017	
Business Purposes	1. Promotion, safety, security and highest technology Production for chicken eggs and information provision, sales such as chicken egg Production. 2. Sales of materials such as chicken eggs high production technology. 3. High value-added chicken eggs production and promotion of the brand and spread. 4. Consultant business covering the whole area of management including development of chicken eggs production market, development of technology and consultation. 5. Other business coinciding with the above business.	
Total number of Authorized Shares	800	
Total number and Class of Issued Shares	Issued Share 200	
Amount of Capital	10,000,000 JPY	
Provision Regarding Restriction on Share Transfer.	To transfer share, it requires the approval of the Board of Directors.	
Items Regarding Directors	Director Nanao Sato	Resign on 31st January 2019 Registered on 1st April 2019
	Director Hikonobu Ise	

Serial No. A-200424

* Remark: Underlined is deleted matter*

PTO

No. 2-10-1 Yuraku-Cho, Chiyoda-Ward, Tokyo, Tokyo-Kotsukaikan 8th Floor
ISE ASEAN,INC.

Items Regarding Directors	Director Junichi Fukuzawa		
	Director Kazuhiko Kawakami		
		Resign on	31st January 2019
		Registered on	1st April 2019
	Director Shigemasa Miki	Duty on	9th August 2018
		Registered on	10st September 2018
	2-8-5 Nakasone-Block, Shibata-Town, Niigata-Prefecture, Japan REPRESENTATIVE DIRECTOR - Nanao Sato		
		Resign on	31st January 2019
		Registered on	1st April 2019
	1-5-18 Kotsubo-Block, Zushi-Town, Kanagawa-Prefecture, Japan	Duty on	9th August 2018
	REPRESENTATIVE DIRECTOR -Shigemasa Miki	Registered on	10st September 2018
	Auditor - Kaoru Imai		
Branch Office	Branch 1 181 Fukuokamachi, Fukuokashin	Establish on	8th May 2018
	Takaoka-Town, Toyama-Prefecture, Japan	Registered on	10st May 2018
Items Regarding Board of Directors	Authority of Directors of Companies with Board of Directors.		
Items Regarding Auditor	A Company with Board of Company Auditors.		
Items Regarding Record	Establishment	Registered on 5th October 2017	

Serial No. A-200424 *Remark: Underlined is deleted matter*

It is to certify that above contents to be all of the matters, that are not closed, as is recorded in this register.
(Tokyo Legal Affairs Bureau, Saitama Branch)
10th April 2019 Registrar: ***** (Seal of Saitama Branch Head)

(Translation is completed)

English translation from Japanese language hasn't any error.

Translator: Aung Myint Myat
Centre Director
KUMUDUA
Japanese Language & Online Translation Services
No.210, 3rd Floor, Ruby Road, No.1 Quarter,
Kamayut Township, Yangon, Myanmar.
Tel:+95-9-401650283,+95-9...
E-mail:tharchopopa@g...
Date: 2nd May 2019

13 MAY 2019 DOC NO 3113/2019

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

ISE-OVO COMPANY LIMITED

Company Registration No. 120402080

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ

ISE-OVO COMPANY LIMITED

အား ၂၀၁၉ ခုနှစ် မေ ၂၁ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that

ISE-OVO COMPANY LIMITED

was incorporated under the Myanmar Companies Law 2017 on 21 May 2019 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ

Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Directorate of Investment and Company Administration

Myanmar Companies Online Registry - Company Extract

Company Name (English)
ISE-OVO COMPANY LIMITED

Company Name (Myanmar)
-

Company Information

Registration Number	Registration Date	Status
120402080	21/05/2019	Registered
Company Type	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Yes	No
Principal Activity	**Date of Last Annual Return**	**Previous Registration Number**
46 - Wholesale trade, except of motor vehicles and motorcycles 01 - Crop and animal production, hunting and related service activities 47 - Retail trade, except of motor vehicles and motorcycles 75 - Veterinary activities 10 - Manufacture of food products	02/07/2019	-

Addresses

Registered Office In Union	No. 26/A, Aung Min Khaung Pagoda Road 10 Ward, Kamayut Township Yangon, Myanmar 11041

Officers

Name:	KYAW MYO NYUNT	Type:	Director
Date of Appointment:	21/05/2019	Date of Birth:	10/03/1975
Nationality:	Myanmar	N.R.C./Passport:	5/MAYANA(N)000396
Gender:	Male	Business Occupation:	-
Name:	NYUNT TIN	Type:	Director
Date of Appointment:	21/05/2019	Date of Birth:	31/07/1945
Nationality:	Myanmar	N.R.C./Passport:	14/PATHANA(N)173292
Gender:	Male	Business Occupation:	-
Name:	OSAMU MORIYAMA	Type:	Director
Date of Appointment:	09/08/2019	Date of Birth:	01/11/1956
Nationality:	Japan	N.R.C./Passport:	TS0756441
Gender:	Male	Business Occupation:	Merchant
Name:	SHWE YIN MIN OO	Type:	Director
Date of Appointment:	21/05/2019	Date of Birth:	25/05/1978
Nationality:	Myanmar	N.R.C./Passport:	12/YAKANA(N)062318
Gender:	Female	Business Occupation:	-